

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** Tuesday, September 7, 2021

**time:** 5:30 P.M.

---

MAYOR ..... STEVEN K. GAER  
COUNCILMEMBER AT LARGE ..... RENEE HARDMAN  
COUNCILMEMBER AT LARGE ..... MATTHEW MCKINNEY  
COUNCILMEMBER 1<sup>ST</sup> WARD ..... KEVIN L. TREVILLYAN  
COUNCILMEMBER 2<sup>ND</sup> WARD ..... GREG HUDSON  
COUNCILMEMBER 3<sup>RD</sup> WARD ..... RUSS TRIMBLE

CITY MANAGER.....TOM HADDEN  
CITY ATTORNEY.....RICHARD SCIESZINSKI  
CITY CLERK.....RYAN JACOBSON

---

### West Des Moines City Hall - City Council Chambers 4200 Mills Civic Parkway

*Members of the public wishing to participate telephonically, may do so by calling:  
515-207-8241, Enter Conference ID: 397 172 894#*

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of August 16, 2021 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Five K Enterprises, LLC d/b/a Brazil Terra Grill, 2800 University Avenue, Suite 405 - Class LC Liquor License with Outdoor Service and Catering Privileges - Renewal
    2. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
    3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5<sup>th</sup> Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    4. Montes Corporation d/b/a El Toreado Mexican Bar & Grill, 3751 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
    5. Tap This Concessions, LLC d/b/a Iowa Craft Beer Tent, 6785 Westown Parkway - Five-Day Class B Beer Permit with Outdoor Service for a Private Event - September 13, 2021

- 6. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal
- 7. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
- 8. West Des Moines Chamber of Commerce d/b/a West Des Moines Chamber of Commerce - Five-Day Class B Beer Permit with Outdoor Service for the “Raccoon River Rally” Event in Raccoon River Park - October 2, 2021
- d. Motion - Approval of Appointment - Mid-Iowa Planning Alliance for Community Development
- e. Motion - Approval to Sell Surplus City Equipment
- f. Motion - Approval of Professional Services Agreements:
  - 1. Delati ITS, LLC
  - 2. Tello ITS Solutions, LLC
- g. Motion - Approval of Memorandum of Understanding and Cost Reimbursement Agreement - National Joint Terrorism Task Force and Joint Terrorism Task Forces
- h. Motion - Approval of Amendments to Professional Services Agreements:
  - 1. Miscellaneous Land Surveying Services
  - 2. Sugar Creek Greenway Trail, Phase 1
- i. Resolution - Approval of 2022 City Council Meeting Schedule
- j. Resolution - Approval of Interfund Transfers
- k. Resolution - Order Construction:
  - 1. Grand Avenue, South Grand Prairie Parkway to South 115<sup>th</sup> Street
  - 2. SE County Line Road, SE Soteria Avenue to Veterans Parkway
- l. Resolution - Accept Work - Raccoon River Basin Segment 5 Gravity Sewer
- m. Resolution - Approval of Professional Services Agreements:
  - 1. Update to the Historic West Des Moines Master Plan
  - 2. Zoning Ordinance Update
- n. Resolution - Accept Public Improvements - Rogers Farm Lot 1
- o. Resolution - Approval of Proposal from MidAmerican Energy Company for Underground Electric Service - South 41<sup>st</sup> Street and Mills Civic Parkway HAWK Beacon
- p. Resolution - Establish Public Hearings Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Grand Avenue West Segment 4 Sewer Extension
- q. Resolution - Approval to Allow a Fence in a Landscape Buffer - 9114 South 91<sup>st</sup> Court
- r. Resolution - Establish Consultation Meeting and Public Hearing - Amendment #12 to the Amended & Restated Mills Parkway Urban Renewal Area
- s. Resolution - Approval and Acceptance of Property Interests - South Area Trunk Sewer Western Extension
- t. Proclamation - Approval of Proclamations:
  - 1. Underground Railroad Month, September 2021
  - 2. Welcoming Week, September 10-19, 2021

**5. Old Business**

- a. Pavilion Park, west of 9075 and 9076 Lindas Lane - Amend the Pavilion Park Planned Unit Development (PUD) to Designate Parcel E within the PUD for Single Family Development - Pavilion Park, LC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
  
- b. Jordan Creek Business Park, north side of Village View Drive between South 60<sup>th</sup> Street and South 64<sup>th</sup> Street - Amend the Jordan Creek Business Park Specific Plan Ordinance to Designate and Regulate High Density Residential within Development Parcel C - Todd Rueter
  - 1. Ordinance - Approval of Second Reading
  
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - 5<sup>th</sup> Street, Walnut Street to 45 feet south of Walnut Street (east side and west side) - City Initiated
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
  
- d. Issuance of \$20,395,000 General Obligation Urban Renewal Bonds, Series 2021B - City Initiated
  - 1. Resolution - Appoint Paying Agent, Registrar, and Transfer Agent
  - 2. Resolution - Approval and Authorization of a Loan Agreement, Authorizing the Issuance, Levying a Tax to Pay Said Bonds, and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate
  
- e. Issuance of \$2,990,000 General Obligation Urban Renewal Bonds, Series 2021C - City Initiated
  - 1. Resolution - Appoint Paying Agent, Registrar, and Transfer Agent
  - 2. Resolution - Approval and Authorization of a Loan Agreement, Authorizing the Issuance, Levying a Tax to Pay Said Bonds, and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate

**6. Public Hearings (5:35 p.m.)**

- a. West Des Moines/Cumming Annexation Moratorium and Subdivision Review Agreement - City Initiated
  - 1. Motion - Continue Public Hearing to October 4, 2021
  
- b. Infrastructure Agreement - Jordan Ridge, LLC
  - 1. Resolution - Approval of Agreement

- c. Digital Enterprise Single Family Drop Conduit Installation Network Section 2 and 3 - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Reject All Bids
  
- d. Holiday Park Baseball Improvements, Phase 6A - Maintenance Building Renovation - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Motion - Defer Award of Contract

**7. New Business**

- a. Browns Woods Estates Plat 2, generally located at the intersection of SE 5<sup>th</sup> Street and SE Walnut Woods Drive - Approval of Final Plat to Create 21 Lots for Single Family Development and Two Street Lots - Venture Homes by Stephen R. Grubb 1, LLC
  - 1. Resolution - Approval and Release of Final Plat
  
- b. Della Vita Plat 3, northwest corner of 88<sup>th</sup> Street and EP True Parkway - Approval of Final Plat to Create 29 Lots for Single Family Development, One Outlot and Three Street Lots - Della Vita, LLC
  - 1. Resolution - Approval and Release of Final Plat
  
- c. Della Vita Plat 4, northwest corner of 88<sup>th</sup> Street and EP True Parkway - Approval of Final Plat to Create 32 Lots for Single Family Development and Three Street Lots - Della Vita, LLC
  - 1. Resolution - Approval and Release of Final Plat
  
- d. Ginger East Plat 1, east of Veterans Parkway at SE Maffitt Lake Road - Approval of Final Plat to Create Two Lots for Industrial Development, One Outlot and One Street Lot - Microsoft Corporation
  - 1. Resolution - Approval and Release of Final Plat
  
- e. West Lake Office Park Plat 15, southwest corner of University Avenue and 71<sup>st</sup> Street - Approval of Final Plat to Create Two Lots for Commercial Development - Fore Right, LC and West Lakes Commercial, LLC
  - 1. Resolution - Approval and Release of Final Plat
  
- f. Woodland Estates Plat 1, northeast corner of South Kingswood Court and Stagecoach Drive - Approval of a Preliminary Plat to Create 22 Lots for Single Family Residential Development, One Outlot for Future Development and One Street Lot - Silo 9, LLC
  - 1. Resolution - Approval of Preliminary Plat

- g. Platinum Pointe Townhomes, southwest corner of Bridgewood Boulevard and South 88<sup>th</sup> Street - Approval of a Site Plan to Construct 66 Attached Townhomes - Hale Development CO., LLC
    - 1. Resolution - Approval of Site Plan
  - h. Maple Grove Church Shelter, 9155 Ashworth Road - Approval of Minor Modification Level 2 to Allow an Open-Air Shelter to Be Relocated on the Site - Ron Sweeney
    - 1. Resolution - Approval of Minor Modification
  - i. Railroad Park Restrooms, 425 Railroad Place - Approval of Level 2 Minor Modification to Allow Construction of a New Restroom Facility - City of West Des Moines
    - 1. Resolution - Approval of Minor Modification
- 8. Receive, File and/or Refer**
- 9. Other Matters**
- 10. Executive Session**
- a. Pending/Threatened Litigation

## **CITY COUNCIL WORKSHOP**

(immediately follows Council meeting)

- 1. Central Iowa Code Consortium
- 2. Other Matters

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

August 16, 2021

West Des Moines City Council Proceedings  
Monday, August 16, 2021

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, August 16, 2021 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, and K. Trevillyan.

Mayor Gaer stated a letter was received earlier today from Mediacom objecting to Items 4(h), 4(l)1, 4(s), 6(e), and 6(f).

On Item 1. Agenda. It was moved by Trevillyan, second by Hudson approve the agenda as presented.

Vote 21-401: Hardman, Hudson, Trevillyan...3 yes  
Motion carried.

On Item 2. Public Forum: No one came forward.

On Item 3. Council/Manager/Other Entities Reports:

Meredith Wells, Board President for the Historical Valley Junction Foundation, introduced the new Executive Director of the Historic Valley Junction Foundation, Steve Frevert, who was most recently the director of the main street program in Burlington, Iowa.

Council member Hudson reported the 2020 census figures were released last week, which confirmed that West Des Moines is still the second largest city in the metro area and that Dallas County is one of the fastest-growing counties in the United States.

Council member Hardman reported she attended the Battle of the Burbs 5K/10K run, and West Des Moines raised the most money and had the most participants.

On Item 4. Consent Agenda.

Council members pulled Items 4(l)3 and 4(l)9 for discussion. It was moved by Trevillyan, second by Hudson to approve the consent agenda as amended.

- a. Approval of Minutes of August 2, 2021 and August 13, 2021 Meetings
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. Fara, Inc. d/b/a Cabo Sol Mexican Restaurant, 5010 Mills Civic Parkway, Suite 100 - Class LC Liquor License with Sunday Sales - Renewal

August 16, 2021

2. Chipotle Mexican Grill of Colorado d/b/a Chipotle Mexican Grill, 490 South 68<sup>th</sup> Street, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
3. Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11<sup>th</sup> Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal
4. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22<sup>nd</sup> Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8<sup>th</sup> Street - Class BC Beer Permit - Renewal
6. Miranda Family Corporation d/b/a Mi Patria, 1410 22<sup>nd</sup> Street - Class LC Liquor License - Renewal
7. Taste of the Junction, Inc. d/b/a Taste of the Junction Multicultural Festival – Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 4, 2021
- d. Approval of Acknowledgment/Settlement Agreement - Violation of Tobacco Laws
- e. Approval of Special Event Lane Closure - Giles Street Block Party, August 28, 2021
- f. Approval of Parking on School Property Grass - 2021 Valley Stadium Events
- g. Approval of Renewal Contract Agreements:
  1. Emergency Sanitary and Storm Sewer Repair Services
  2. Street and Cul-de-sac Snow and Ice Removal Services
- h. Approval of Change Order #2 - Digital Enterprise Last Mile Conduit Deployment Segment 5, Phase 2
- i. Approval to Purchase Meeting Room and Event Chairs - MidAmerican Energy RecPlex
- j. Order Construction - Crossroads Park Parking Lot and Water Quality Improvements
- k. Accept Work - Fiber Conduit Interconnect, Teal Route
- l. Approval of Professional Services Agreements:
  1. Digital Enterprise Network Segment 5, Phase 3
  2. Ashworth Road Reconstruction, 19<sup>th</sup> Street to 22<sup>nd</sup> Street
  4. Grand Avenue West Segment 3 Sewer Extension
  5. Mills Civic Parkway, South 91<sup>st</sup> Street to South Grand Prairie Parkway
  6. Raccoon River Stormwater Pump Station Controls Replacement
  7. Sanitary Sewer Hydraulic Analysis
  8. South 51<sup>st</sup> Street, Mills Civic Parkway to Fieldstone Drive
  10. Valley Junction Business District Pavers and Sidewalk, Phase 2
- m. Approval of Proposal from MidAmerican Energy Company for Underground Electric Extension - Grand Avenue Reconstruction, 1<sup>st</sup> Street to 4<sup>th</sup> Street
- n. Authorize Construction of Public Improvements - Booneville Road Sanitary Sewer Extension (Stonewood Plat 1)
- o. Approval of Memorandum of Agreement with Iowa Department of Natural Resources – Raccoon River East Pedestrian Bridge

August 16, 2021

- p. Approval and Acceptance of Sanitary Sewer Easement, Storm Sewer Easement and Parkland Dedication Agreement - 304 5<sup>th</sup> Street
- q. Approval and Acceptance of Amended Storm Water Facility Maintenance Agreement – Grand Valley Plats 1, 2, and 3
- r. Approval and Acceptance of Property Interests - Ginger West
- s. Approval of Terms and Conditions of the West Des Moines Open Access Conduit Network Installation Agreement
- t. Approval of Request for Professional Consulting Services - Historic West Des Moines Master Plan
- u. Approval of Special Event Lane Closure and Waiver of City Code Requirement – Taste of the Junction Multicultural Festival, September 4, 2021
- v. Proclamation of Recognition - West Des Moines Library Friends Foundation

Vote 21-402: Hardman, Hudson, Trevillyan...3 yes  
Motion carried.

On Item 4(l)3 Approval of Professional Services Agreement - Fairmeadows Creek Stabilization South of Railroad Avenue

Council member Trevillyan requested clarification on the scope of this project.

Brian Hemesath, City Engineer, explained the stabilization work will be done entirely within the City property, and there will be some concrete lining installed.

It was moved by Trevillyan, second by Hardman to approve Item 4(l)3 Approval of Professional Services Agreement - Fairmeadows Creek Stabilization South of Railroad Avenue.

Vote 21-403: Hardman, Hudson, Trevillyan...3 yes  
Motion carried.

Council member McKinney and Council member Trimble began participating via teleconference at 5:43 p.m.

On Item 4(l)9 Approval of Professional Services Agreement - Stagecoach Drive, South Jordan Creek Parkway to South 78<sup>th</sup> Street

Council member Trevillyan stated he will abstain on this item due to a potential conflict of interest.

It was moved by Hardman, second by Hudson to approve Item 4(l)9 Approval of Professional Services Agreement - Stagecoach Drive, South Jordan Creek Parkway to South 78<sup>th</sup> Street.

August 16, 2021

Vote 21-404: Hardman, Hudson, McKinney, Trimble ... 4 yes  
Trevillyan ... 1 abstain due to potential conflict of interest

Motion carried.

Mayor Gaer read Proclamation of Recognition - West Des Moines Library Friends Foundation.

On Item 5(a) Contract with The Conley Group, Inc. for City Hall Building Security Services, initiated by the City of West Des Moines

Al Womble, 818 Ashmore Circle, expressed support for terminating the City's contract with The Conley Group, Inc. for City Hall building security services, and he urged the City Council to stand up for racial equity during this moment of truth despite the consequences.

Rachelle Long, 106 11<sup>th</sup> Street, expressed support for terminating the City's contract with The Conley Group, Inc. for City Hall building security services, stating she believes the City should not support an individual that holds the views expressed by Mr. Conley.

Jacqueline Thompson, 2100 Center Street, expressed support for terminating the City's contract with The Conley Group, Inc. for City Hall building security services and thanked the City Council for their bravery.

Julie Stauch, 4712 Westwood Drive, inquired if the contract has a 30-day out without cause.

Mayor Gaer responded yes.

It was moved by Hardman, second by Hudson to adopt Resolution - Approval to Terminate Contract.

Vote 21-405: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(b) Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) - Add a Definition for Drive-In Theater Seasonal, initiated by the City of West Des Moines.

It was moved by Trevillyan, second by Hudson to consider the second reading of the ordinance.

Vote 21-406: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Hudson to approve the second reading of the ordinance.

August 16, 2021

Vote 21-407: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Trevillyan, second by Hudson to waive the third reading and adopt the ordinance in final form.

Vote 21-408: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(c) Amendment #5 to Alluvion Urban Renewal Area, initiated by the City of West Des Moines.

It was moved by Hudson, second by Trevillyan to consider the second reading of the ordinance.

Vote 21-409: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Hudson, second by Trevillyan to approve the second reading of the ordinance.

Vote 21-410: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Hudson, second by Trevillyan to waive the third reading and adopt the ordinance in final form.

Vote 21-411: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Pavilion Park, west of 9075 and 9076 Lindas Lane - Amend Comprehensive Plan Land Use Map and Amend the Pavilion Park Planned Unit Development (PUD) to Designate Parcel E within the PUD for Single Family Development, initiated by Pavilion Park, LC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 30, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and PUD amendment.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

August 16, 2021

It was moved by McKinney, second by Hudson to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 21-412: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by McKinney, second by Hudson to consider the first reading of the ordinance.

Vote 21-413: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Hardman to approve the first reading of the ordinance.

Vote 21-414: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Jordan Creek Business Park, north side of Village View Drive between South 60th Street and South 64th Street - Amend Comprehensive Plan Land Use Map and Amend the Jordan Creek Business Park Specific Plan Ordinance to Designate and Regulate High Density Residential within Development Parcel C, initiated by Todd Rueter. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 30, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and specific amendment. Additionally, two correspondences were received and included with the council communication, and one petition was received and placed on the dais this evening.

Lynne Twedt, Development Services Director, reported staff reviewed the petition that was received and, based on the signatures that could be identified, the petition did not meet the criteria needed to require a supermajority vote from the City Council for approval. She explained that the proposed amendments would change these parcels' land use from office to high-density residential apartments. She noted the wetland areas will remain as-is, acting as a buffer for the single-family residential development to the north of these apartments.

Mayor Gaer asked if there were any public comments.

Charla Bruce, 5930 Fairway Court, spoke in opposition to the proposed amendments. She expressed concerns that the homeowners in this neighborhood all made sizable investments in their properties with the understanding that these parcels would be developed as commercial.

August 16, 2021

Scot Stoltenberg, 6122 Kings Way, spoke in opposition to the proposed amendments. He stated he always understood these parcels could be developed as one or two-story office buildings, which would have been acceptable to him; however this change would allow them to be developed as three and four-story apartment buildings, which would be visible from his property during the winter with no tree cover.

Alex Koenen, 6350 Coachlight Drive, #1307, stated he was not aware that residents could sign a petition to require a supermajority vote from the City Council for approval, and he requested that the item be continued to allow additional time to add more signatures to the petition.

City Attorney Dick Scieszinski explained that the Iowa Code states the deadline for petition signatures to be filed is the day and time of the public hearing, so additional signatures could not be accepted.

Mark Lyle, 5870 Fairway Court, provided a list of all the petition signers with their addresses.

Nick Jensen, Caliber Iowa, 720 South 68<sup>th</sup> Street, provided an overview of this proposed development, which will be named the Reserve at Jordan Creek apartments and include four apartment buildings. He spoke in support of the proposed amendments, stating he believes high-density residential is a suitable fit for these parcels, as it would provide a buffer between the single-family residential to the north and the commercial to the south. He also noted there is a demand for high-quality rental housing with elevators, so this project would help fulfill that need in the community.

Ms. Twedt stated she has reviewed the list provided by Mr. Lyle and confirmed the petition still does not meet the criteria needed to require a supermajority vote from the City Council for approval.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by McKinney, second by Trevillyan to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 21-415: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by McKinney, second by Trevillyan to consider the first reading of the ordinance.

Vote 21-416: Hardman, Hudson, McKinney, Trevillyan ... 4 yes  
Trimble ... 1 no  
Motion carried.

August 16, 2021

The City Clerk read the preamble to the ordinance.

It was moved by McKinney, second by Trevillyan to approve the first reading of the ordinance.

Vote 21-417: Hardman, Hudson, McKinney, Trevillyan ... 4 yes  
Trimble ... 1 no

Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Reed's Crossing Parcel G, southwest corner of EP True Parkway and 68th Street - Amend the Town Center Overlay District Boundary by Removing Parcel G within the Reed's Crossing Planned Unit Development (PUD), initiated by Jordan Creek Point, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 30, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the amendment to the overlay district boundary.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Hudson, second by McKinney to adopt Resolution - Approval of Amendment to the Town Center Overlay District Boundary.

Vote 21-418: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Booneville Road Bridge Over Johnson Creek, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 6, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by McKinney to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Iowa Bridge & Culvert, L.C.

Vote 21-419: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

August 16, 2021

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Digital Enterprise Last Mile Conduit Deployment Segment 1, Phase 1, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 6, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated one correspondence was received today, copies of which have been placed on the dais.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by Hardman to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Communication Data Link.

Vote 21-420: Hardman, Hudson, Trevillyan, Trimble ... 4 yes  
McKinney ... 1 abstain due to potential conflict of interest

Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Digital Enterprise Conduit Deployment 2021 Multi-Family and Non-Residential Drop Installation, Phase 2, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 6, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated one correspondence was received today, copies of which have been placed on the dais.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by Hudson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Kramer Service Group.

Vote 21-421: Hardman, Hudson, Trevillyan, Trimble ... 4 yes  
McKinney ... 1 abstain due to potential conflict of interest

Motion carried.

On Item 7(a) Covenant Cove Plat 2, south and west of Crestview Drive and 96th Street - Approval of a Final Plat to Create 21 Lots for Townhome Development and One Outlot for Common Area, initiated by Covenant Cove, LLC

It was moved by Trevillyan, second by Hudson to adopt Resolution - Approval and Release of Final Plat, subject to the applicant complying with all applicable City Code requirements.

August 16, 2021

Vote 21-422: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(b) Grand Valley Townhomes, north of Grand Avenue and east of South 35th Street - Approval of a Preliminary Plat to Create 113 Lots for Townhome Development, One Outlot for Common Area and Private Streets and Approval of a Site Plan to Allow Construction of 113 Attached Townhomes, initiated by Grand Valley Townhomes, LLC

It was moved by Hudson, second by McKinney to adopt Resolution - Approval of Preliminary Plat and Site Plan, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 21-423: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) Platinum Pointe Townhomes, southwest corner of Bridgewood Boulevard and South 88th Street - Approval of a Preliminary Plat to Create 66 Lots for Attached Townhome Development, One Public Street Lot and One Outlot for Common Area, Detention, and Private Streets, initiated by Hale Development Co., LLC

It was moved by Hudson, second by Hardman to adopt Resolution - Approval of Preliminary Plat, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 21-424: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(d) Jordan Ridge Plat of Survey, southwest corner of South Jordan Creek Parkway and Stagecoach Drive - Approval of a Plat of Survey to Create Two Parcels for Transfer of Ownership, initiated by Robert F. Etzel Living Trust

It was moved by Hudson, second by McKinney to adopt Resolution - Approval and Release of Plat of Survey, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 21-425: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(e) Issuance of \$20,395,000 General Obligation Urban Renewal Bonds, Series 2021B, initiated by the City of West Des Moines

Susanne Gerlach, Public Financial Management, 801 Grand Avenue, Des Moines, reported the City recently had its bond rating reviewed by Standard & Poor's, and the City's AAA bond

August 16, 2021

rating was affirmed. She then presented the tabulations of bids for the two bond issuances. Series 2021B received four bids, which included 46 bidders that went in as syndicates. The low bid, submitted by FHN Financial Capital Markets, came in at a true interest rate of 1.61 percent. Series 2021C received one bid, which included 28 bidders that went in as syndicates. The low bid, submitted by Robert W. Baird, came in at a true interest rate of 1.69 percent.

It was moved by Trevillyan, second by Hardman to adopt Motion - Receive and File Report of Bids and Resolution - Authorizing and Approval of a Loan Agreement, Providing for the Sale and Issuance of Bonds, and Providing for the Levy of Taxes to Pay Said Bonds.

Vote 21-426: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(f) Issuance of \$3,190,000 General Obligation Urban Renewal Bonds, Series 2021C, initiated by the City of West Des Moines.

It was moved by Trevillyan, second by Hudson to adopt Motion - Receive and File Report of Bids and Resolution - Authorizing and Approval of a Loan Agreement, Providing for the Sale and Issuance of Bonds, and Providing for the Levy of Taxes to Pay Said Bonds.

Vote 21-427: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(g) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - 5th Street, Walnut Street to 45 feet south of Walnut Street (east side and west side), initiated by the City of West Des Moines

It was moved by Trevillyan, second by Hudson to consider the first reading of the ordinance.

Vote 21-428: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Hudson to approve the first reading of the ordinance.

Vote 21-429: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 8(a) Human Services Financial and Operational Assessment - Received and Filed

Council member Hardman expressed appreciation for this detailed report, and she inquired if the Human Services Departments is working on the high priority recommendations.

August 16, 2021

Althea Holcomb, Human Services Director, responded yes, they are working on the high priority recommendations, which will help adequately segregate the duties between the City department and the friends foundation. She noted they expect to resolve the high priority recommendations within the next year.

Mayor Gaer suggested that staff bring an update back to the Council once all the high priority recommendations have been resolved.

On Item 9 - Other Matters: none

The meeting was adjourned at 7:14 p.m.

Respectfully submitted,

---

Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

---

Steven K. Gaer, Mayor

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Motion – Approval of Bill Lists

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** Section 1-10-3(b) of the West Des Moines City Code provides that no disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance or resolution, was properly budgeted, and supported by a claim approved by the City Council. The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance staff, are, with this agenda item, being submitted to the City Council for approval:

Regular Bi-Weekly Claims	09/07/2021	\$ 3,611,982.22
EFT Claims	09/07/2021	\$ 2,732,008.01
Control Pay	09/07/2021	\$ 496,759.43
Microsoft Escrow Checks	09/07/2021	\$ 0.00
Microsoft Escrow EFT	09/07/2021	\$ 0.00
End of Month & Off-Cycle	08/03/2021 to 09/19/2021	\$ 944,445.65

**RECOMMENDATION:** Move to approve Bill Lists as presented.

**Lead Staff Member:** Tim Stiles, Finance Director

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	
Recommendation	

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>					
Check	09/07/2021	322017	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	150,697.55
Check	09/07/2021	322018	Accounts Payable	ADP SCREENING & SELECTION SVCS	341.11
Check	09/07/2021	322019	Accounts Payable	AGENCY360	1,800.00
Check	09/07/2021	322020	Accounts Payable	AGRILAND FS INC	301.00
Check	09/07/2021	322021	Accounts Payable	AMEND , CONRAD	2,728.56
Check	09/07/2021	322022	Accounts Payable	AMERICAN SECURITY LLC	6,146.55
Check	09/07/2021	322023	Accounts Payable	ANIXTER INC	3,633.67
Check	09/07/2021	322024	Accounts Payable	ARCHITECTURAL ARTS	11,477.00
Check	09/07/2021	322025	Accounts Payable	ASCHEMAN , PHILIP	50.00
Check	09/07/2021	322026	Accounts Payable	AT&T MOBILITY	8,814.07
Check	09/07/2021	322027	Accounts Payable	AWARDS PROGRAM SERVICES INC	1,189.76
Check	09/07/2021	322028	Accounts Payable	BCE SIGN SHOP- WISCONSIN DEPARTMENT OF CORRECTIONS	5,818.22
Check	09/07/2021	322029	Accounts Payable	BLOCK , BRITNEY	175.00
Check	09/07/2021	322030	Accounts Payable	BOB'S SEPTIC	16,688.96
Check	09/07/2021	322031	Accounts Payable	BOETGER LAWNSCAPES LLC	14,812.37
Check	09/07/2021	322032	Accounts Payable	BONNIE'S BARRICADES	213.80
Check	09/07/2021	322033	Accounts Payable	BOUND TREE MEDICAL LLC	4,630.97
Check	09/07/2021	322034	Accounts Payable	BOWLSBY , KAYA DANIEL	84.00
Check	09/07/2021	322035	Accounts Payable	BRUNING , BUNNY	22,542.00
Check	09/07/2021	322036	Accounts Payable	BUNEI, EDDAH JEPCHUMBA	51.00
Check	09/07/2021	322037	Accounts Payable	CANOE SPORT AMERICA INC	385.00
Check	09/07/2021	322038	Accounts Payable	CAPPEL'S ACE HARDWARE	119.80
Check	09/07/2021	322039	Accounts Payable	CASPER , ANN	369.09
Check	09/07/2021	322040	Accounts Payable	CHATTERJEE , DEBANJANA	50.00
Check	09/07/2021	322041	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	1,165.26
Check	09/07/2021	322042	Accounts Payable	CITY OF DES MOINES	364.76
Check	09/07/2021	322043	Accounts Payable	CITY OF MANCHESTER, IOWA	10.00
Check	09/07/2021	322044	Accounts Payable	CONCRETE TECHNOLOGIES INC	212,760.82
Check	09/07/2021	322045	Accounts Payable	CONTRACT SPECIALTY	212.00
Check	09/07/2021	322046	Accounts Payable	COPELAND , LAMONT	50.00
Check	09/07/2021	322047	Accounts Payable	CORELL CONTRACTOR INC	246,254.01
Check	09/07/2021	322048	Accounts Payable	CTI READY MIX LLC	8,784.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322049	Accounts Payable	CURRY, STEF	50.00
Check	09/07/2021	322050	Accounts Payable	DALY, MARY	200.00
Check	09/07/2021	322051	Accounts Payable	DAVIS BROWN LAW FIRM	424.00
Check	09/07/2021	322052	Accounts Payable	DAVIS BROWN LAW FIRM	21,600.00
Check	09/07/2021	322053	Accounts Payable	DE LAGE LANDEN	2,795.00
Check	09/07/2021	322054	Accounts Payable	DEPT OF PUBLIC DEFENSE	525.00
Check	09/07/2021	322055	Accounts Payable	DES MOINES AREA MPO	67,899.00
Check	09/07/2021	322056	Accounts Payable	DIELEMAN, LUKE	175.00
Check	09/07/2021	322057	Accounts Payable	DINNEN, STEVE	270.00
Check	09/07/2021	322058	Accounts Payable	DRAKE UNIVERSITY	1,198.00
Check	09/07/2021	322059	Accounts Payable	DUNCAN, DUANE	216.00
Check	09/07/2021	322060	Accounts Payable	EARL MAY SEED AND NURSERY	323.79
Check	09/07/2021	322061	Accounts Payable	EDWARDS, KIM	75.00
Check	09/07/2021	322062	Accounts Payable	EMBLEM ENTERPRISES INC	296.36
Check	09/07/2021	322063	Accounts Payable	ENGELBERT, CHRISTIE	400.00
Check	09/07/2021	322064	Accounts Payable	FACTORY MOTOR PARTS COMPANY	514.88
Check	09/07/2021	322065	Accounts Payable	FASTENAL COMPANY	254.58
Check	09/07/2021	322066	Accounts Payable	FEDEX	67.68
Check	09/07/2021	322067	Accounts Payable	FIRE SERVICE TRAINING BUREAU	50.00
Check	09/07/2021	322068	Accounts Payable	FISH, HALLE	210.00
Check	09/07/2021	322069	Accounts Payable	FORTERRA CONCRETE PRODUCTS, INC	647.00
Check	09/07/2021	322070	Accounts Payable	FOSTER, JESSIKA	122.67
Check	09/07/2021	322071	Accounts Payable	FOUROVERFIVE LLC	33,536.52
Check	09/07/2021	322072	Accounts Payable	GAMBLE, RICK	200.00
Check	09/07/2021	322073	Accounts Payable	GILGE, DANNY	459.00
Check	09/07/2021	322074	Accounts Payable	GRAYBAR ELECTRIC CO INC	2,659.81
Check	09/07/2021	322075	Accounts Payable	GREAT OUTDOORS FOUNDATION	12,500.00
Check	09/07/2021	322076	Accounts Payable	GRIMES ASPHALT & PAVING	973.70
Check	09/07/2021	322077	Accounts Payable	GROTELUSCHEN, HUNTER	40.00
Check	09/07/2021	322078	Accounts Payable	HALL, MAGGIE	175.00
Check	09/07/2021	322079	Accounts Payable	HARADA, JOHN	84.00
Check	09/07/2021	322080	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	180.00
Check	09/07/2021	322081	Accounts Payable	HDR ENGINEERING INC	252,825.90
Check	09/07/2021	322082	Accounts Payable	HEARTLAND CO-OP	412.45

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322083	Accounts Payable	HEIMAN FIRE EQUIPMENT	272.00
Check	09/07/2021	322084	Accounts Payable	HI TOUCH BUSINESS SERVICES LLC	1,528.35
Check	09/07/2021	322085	Accounts Payable	HILLYARD- DES MOINES	5,014.24
Check	09/07/2021	322086	Accounts Payable	HOARD , ISABELLA	175.00
Check	09/07/2021	322087	Accounts Payable	HOLSUN TECHNOLOGIES INC	1,323.45
Check	09/07/2021	322088	Accounts Payable	HP INC	1,550.00
Check	09/07/2021	322089	Accounts Payable	HUMMEL , RUTH	50.00
Check	09/07/2021	322090	Accounts Payable	HY VEE INC	1,126.38
Check	09/07/2021	322091	Accounts Payable	INCENTIVE SERVICES INC	976.08
Check	09/07/2021	322092	Accounts Payable	INGWERSEN , AMBER	75.00
Check	09/07/2021	322093	Accounts Payable	INTERSTATE ALL BATTERY CENTER	3,837.79
Check	09/07/2021	322094	Accounts Payable	INTIME SERVICES INC	8,064.00
Check	09/07/2021	322095	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	46.56
Check	09/07/2021	322096	Accounts Payable	IOWA ONE CALL	1,836.00
Check	09/07/2021	322097	Accounts Payable	IOWA PARKS & RECREATION ASSOCIATION	1,800.00
Check	09/07/2021	322098	Accounts Payable	IOWA POND GUY LLC	450.00
Check	09/07/2021	322099	Accounts Payable	IOWA SPORTS TURF	25,450.00
Check	09/07/2021	322100	Accounts Payable	IOWA WESTERN COMMUNITY COLLEGE	7,495.00
Check	09/07/2021	322101	Accounts Payable	JCG LAND SERVICES INC	15,370.81
Check	09/07/2021	322102	Accounts Payable	JOHNSON , ELLA	175.00
Check	09/07/2021	322103	Accounts Payable	JOHNSON CONTROLS FIRE PROTECTION LP- IL	625.00
Check	09/07/2021	322104	Accounts Payable	JOHNSON CONTROLS INC- TX	82,160.00
Check	09/07/2021	322105	Accounts Payable	JP PARTY RENTALS LLC	1,287.50
Check	09/07/2021	322106	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	955.07
Check	09/07/2021	322107	Accounts Payable	KIGER , MCKENZIE	1,000.00
Check	09/07/2021	322108	Accounts Payable	KING , CHRIS	250.00
Check	09/07/2021	322109	Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	2,037.21
Check	09/07/2021	322110	Accounts Payable	KUNZLER STUDIOS	3,113.55
Check	09/07/2021	322111	Accounts Payable	LA CROSSE FORAGE & TURF LLC	282.00
Check	09/07/2021	322112	Accounts Payable	LAMB , DILLON	135.00
Check	09/07/2021	322113	Accounts Payable	LANGUAGE LINE SERVICES	545.72
Check	09/07/2021	322114	Accounts Payable	LAWLER , MADDIE	175.00
Check	09/07/2021	322115	Accounts Payable	LEXIPOL LLC	5,000.00

**City of West Des Moines, IA**  
**City Council Report**  
**Bank Account: WB VENDOR DISB - WB Vendor Disbursement**  
**Batch Date: 09/07/2021**

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322116	Accounts Payable	LINDEMAN, DEAN	370.00
Check	09/07/2021	322117	Accounts Payable	LINKVIS, QUINN	190.00
Check	09/07/2021	322118	Accounts Payable	LOGOED APPAREL & PROMOTIONS	227.19
Check	09/07/2021	322119	Accounts Payable	LOWE'S HOME CENTER INC	4,319.94
Check	09/07/2021	322120	Accounts Payable	LYNCH, KRISTIE	54.00
Check	09/07/2021	322121	Accounts Payable	MARGULIES, GRAHAM	175.00
Check	09/07/2021	322122	Accounts Payable	MARLOW WHITE	2,709.65
Check	09/07/2021	322123	Accounts Payable	MARTIN'S FLAG COMPANY LLC	1,657.40
Check	09/07/2021	322124	Accounts Payable	MCCABE, WALKER & ASHLEY	7,259.42
Check	09/07/2021	322125	Accounts Payable	MEDIACOM	10.82
Check	09/07/2021	322126	Accounts Payable	MENARDS- CLIVE	402.83
Check	09/07/2021	322127	Accounts Payable	MERCEDES-BENZ OF DES MOINES	305.14
Check	09/07/2021	322128	Accounts Payable	MERRITT COMPANY INC	3,045.00
Check	09/07/2021	322129	Accounts Payable	MIDLANDS BUSINESS EQUIPMENT LLC	188.00
Check	09/07/2021	322130	Accounts Payable	MIDWEST VETERINARY SUPPLY	165.98
Check	09/07/2021	322131	Accounts Payable	MINTURN INC	131,540.42
Check	09/07/2021	322132	Accounts Payable	MOATS, WILLIAM	216.00
Check	09/07/2021	322133	Accounts Payable	MOUSER, TOMMY	385.00
Check	09/07/2021	322134	Accounts Payable	MTI DISTRIBUTING, INC.	675.80
Check	09/07/2021	322135	Accounts Payable	OLSSON ASSOCIATES INC	243,568.29
Check	09/07/2021	322136	Accounts Payable	PERTZBORN, SYDNEY	45.00
Check	09/07/2021	322137	Accounts Payable	PETERSON CONTRACTORS INC	110,774.80
Check	09/07/2021	322138	Accounts Payable	PITNEY BOWES	484.47
Check	09/07/2021	322139	Accounts Payable	POLK COUNTY PUBLIC WORKS	943.00
Check	09/07/2021	322140	Accounts Payable	POLK COUNTY RECORDER	445.00
Check	09/07/2021	322141	Accounts Payable	POLK COUNTY TREASURER	150.00
Check	09/07/2021	322142	Accounts Payable	POLK COUNTY TREASURER	150.00
Check	09/07/2021	322143	Accounts Payable	POWERPLAN	1,340.03
Check	09/07/2021	322144	Accounts Payable	RAY O'HERRON CO INC	2,819.29
Check	09/07/2021	322145	Accounts Payable	RAYBURN, SYDNEY	75.00
Check	09/07/2021	322146	Accounts Payable	RDG PLANNING & DESIGN	17,560.00
Check	09/07/2021	322147	Accounts Payable	RJ LAWN & LANDSCAPE	3,179.00
Check	09/07/2021	322148	Accounts Payable	ROBERT HALF TECHNOLOGY	15,608.71
Check	09/07/2021	322149	Accounts Payable	ROBERTSON, RYAN	200.00
Check	09/07/2021	322150	Accounts Payable	ROTO-ROOTER	304.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322151	Accounts Payable	SACKETT , AIDAN	30.00
Check	09/07/2021	322152	Accounts Payable	SAN , ANTHONY	896.00
Check	09/07/2021	322153	Accounts Payable	SEH INC	18,934.01
Check	09/07/2021	322154	Accounts Payable	SENTEC INC	816.00
Check	09/07/2021	322155	Accounts Payable	SHEKAR ENGINEERING PLC	94,352.72
Check	09/07/2021	322156	Accounts Payable	SHELBURG , BRENDA	1,490.93
Check	09/07/2021	322157	Accounts Payable	SHIELD TECHNOLOGY CORPORATION	1,800.00
Check	09/07/2021	322158	Accounts Payable	SHONING , DEB	100.00
Check	09/07/2021	322159	Accounts Payable	SIGNATURE SYSTEMS GROUP LLC	342,072.25
Check	09/07/2021	322160	Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	195.00
Check	09/07/2021	322161	Accounts Payable	SOLIS CONCRETE	600.00
Check	09/07/2021	322162	Accounts Payable	SOUTHWEST POLK WATER SERVICE INC	20.00
Check	09/07/2021	322163	Accounts Payable	SPEEDPRO IMAGING	2,719.60
Check	09/07/2021	322164	Accounts Payable	STATE HYGIENIC LAB	266.00
Check	09/07/2021	322165	Accounts Payable	STEENSEN , SAMUEL	175.00
Check	09/07/2021	322166	Accounts Payable	STEINBERGER , JAMES	162.00
Check	09/07/2021	322167	Accounts Payable	STEWART , QUINTIN	200.00
Check	09/07/2021	322168	Accounts Payable	STOREY-KENWORTHY CO	42,214.53
Check	09/07/2021	322169	Accounts Payable	STRATEGIC AMERICA INC	1,500.00
Check	09/07/2021	322170	Accounts Payable	STRYKER SALES CORPORATION	24,479.36
Check	09/07/2021	322171	Accounts Payable	STUDIO MELEE	258.75
Check	09/07/2021	322172	Accounts Payable	SUPERIOR INDUSTRIAL EQUIPMENT LLC	5,691.37
Check	09/07/2021	322173	Accounts Payable	SUPERIOR TECH PRODUCTS	7,667.00
Check	09/07/2021	322174	Accounts Payable	SWAIN , BROOKE	1,595.75
Check	09/07/2021	322175	Accounts Payable	SYMMETRY ENERGY SOLUTIONS LLC	2,536.78
Check	09/07/2021	322176	Accounts Payable	SYSTEMS MANAGEMENT AND BALANCING INC	8,000.00
Check	09/07/2021	322177	Accounts Payable	TALLGRASS THEATRE COMPANY	6,120.00
Check	09/07/2021	322178	Accounts Payable	TANNATT , KAY	231.25
Check	09/07/2021	322179	Accounts Payable	TD&I CABLE MAINTENANCE INC	783,546.00
Check	09/07/2021	322180	Accounts Payable	TEKSYSTEMS INC	17,962.13
Check	09/07/2021	322181	Accounts Payable	TERRACON CONSULTANTS INC	3,246.01
Check	09/07/2021	322182	Accounts Payable	THAT'S MY TRUCK	286.12
Check	09/07/2021	322183	Accounts Payable	THE CONCRETE COMPANY INC	13,055.89

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322184	Accounts Payable	THE LIFE GUARD STORE	122.00
Check	09/07/2021	322185	Accounts Payable	THOMAS , CHRISTOPHER	27.00
Check	09/07/2021	322186	Accounts Payable	TIMBER PINE, INC.	2,362.50
Check	09/07/2021	322187	Accounts Payable	TRACK INC	135.31
Check	09/07/2021	322188	Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	391.01
Check	09/07/2021	322189	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	555.66
Check	09/07/2021	322190	Accounts Payable	TS MEDIA INC.	1,885.00
Check	09/07/2021	322191	Accounts Payable	UNIFIED CONTRACTING SERVICES	2,792.87
Check	09/07/2021	322192	Accounts Payable	UNITED PARCEL SERVICE	25.52
Check	09/07/2021	322193	Accounts Payable	VALLEY POOL & HOT TUBS INC	65.00
Check	09/07/2021	322194	Accounts Payable	VAN WALL EQUIPMENT	36,311.78
Check	09/07/2021	322195	Accounts Payable	VANDERPOL , CHASE	175.00
Check	09/07/2021	322196	Accounts Payable	VEENSTRA & KIMM INC	37,387.33
Check	09/07/2021	322197	Accounts Payable	VENTEC LIFE SYSTEMS INC	827.42
Check	09/07/2021	322198	Accounts Payable	VERIZON WIRELESS	9,565.68
Check	09/07/2021	322199	Accounts Payable	VERTIGIS NORTH AMERICA LTD	5,464.00
Check	09/07/2021	322200	Accounts Payable	VETTER EQUIPMENT	661.50
Check	09/07/2021	322201	Accounts Payable	VISION SERVICE PLAN	662.58
Check	09/07/2021	322202	Accounts Payable	WEBSPEC DESIGN LLC	320.00
Check	09/07/2021	322203	Accounts Payable	WEST DES MOINES CHAMBER OF COMMERCE	38.00
Check	09/07/2021	322204	Accounts Payable	WEST DES MOINES COMM SCHOOLS (TRANSPORTATION)	2,001.08
Check	09/07/2021	322205	Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	683.60
Check	09/07/2021	322206	Accounts Payable	WEX BANK	3,178.71
Check	09/07/2021	322207	Accounts Payable	WINCAN LLC	3,160.00
Check	09/07/2021	322208	Accounts Payable	WORLDS OF FUN	13,997.20
Check	09/07/2021	322209	Accounts Payable	WORTHINGTON , NICK	125.00
Check	09/07/2021	322210	Accounts Payable	YOUTH TECH INC	1,384.00
Check	09/07/2021	322211	Accounts Payable	ZOLL MEDICAL- NY	1,484.48
Check	09/07/2021	322212	Accounts Payable	HAYSTACKID LLC	14,477.04
Check	09/07/2021	322213	Accounts Payable	POLK COUNTY RECORDER	4.00
Check	09/07/2021	322214	Accounts Payable	RLB COMPANIES LIMITED LIABILITY COMPANY	40,000.00
Check	09/07/2021	322215	Accounts Payable	RLB COMPANIES LIMITED LIABILITY	43,770.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/07/2021	322216	Accounts Payable	COMPANY FBO	740.00
Check	09/07/2021	322217	Accounts Payable	BROADWATER, KEVEON WAUNEZ	34,800.00
Check	09/07/2021	322218	Accounts Payable	MIDAMERICAN ENERGY- HS	159.98
Check	09/07/2021	322219	Accounts Payable	CENTURYLINK	2,865.25
Check	09/07/2021	322220	Accounts Payable	GRANITE TELECOMMUNICATIONS LLC	3,369.41
Check	09/07/2021	322221	Accounts Payable	HI TOUCH BUSINESS SERVICES LLC	370.29
Check	09/07/2021	322222	Accounts Payable	MIDAMERICAN ENERGY	44.12
Check	09/07/2021	322223	Accounts Payable	MIDAMERICAN ENERGY	83,204.57
Check	09/07/2021	322224	Accounts Payable	MIDAMERICAN ENERGY	18,506.26
Check	09/07/2021	322225	Accounts Payable	MIDAMERICAN- DM-WDM TL	42.00
Check	09/07/2021	322226	Accounts Payable	MIDAMERICAN- DM-WDM TL	37.00
Check	09/07/2021	322227	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	650.39
Check	09/07/2021	322228	Accounts Payable	MIDLANDS BUSINESS EQUIPMENT LLC	7,123.60
Check	09/07/2021	322229	Accounts Payable	SECRETARY OF STATE	30.00
Check	09/07/2021	322230	Accounts Payable	BOTTLING GROUP LLC	622.07
Check	09/07/2021	322231	Accounts Payable	ZENOR, JACOB	1,350.00
EFT	09/07/2021	6669	Accounts Payable	A TECH INC	294.00
EFT	09/07/2021	6670	Accounts Payable	ABC ELECTRICAL SERVICES LLC	18,664.68
EFT	09/07/2021	6671	Accounts Payable	ADVANTAGE ASSET TRACKING CORPORATION	1,535.10
EFT	09/07/2021	6672	Accounts Payable	AHLERS & COONEY PC	54,894.41
EFT	09/07/2021	6673	Accounts Payable	ALL MAKES OFFICE INTERIORS	275.67
EFT	09/07/2021	6674	Accounts Payable	ANDERSON, RYAN	421.51
EFT	09/07/2021	6675	Accounts Payable	ARMOR UP AMERICA	816.00
EFT	09/07/2021	6676	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	2,881.89
EFT	09/07/2021	6677	Accounts Payable	AUREON NETWORK SERVICES	5,570.49
EFT	09/07/2021	6678	Accounts Payable	BAUER BUILT	4,032.00
EFT	09/07/2021	6679	Accounts Payable	BEST PORTABLE TOILETS	3,530.00
EFT	09/07/2021	6680	Accounts Payable	BJ STORAGE	685.00
EFT	09/07/2021	6681	Accounts Payable	BLUTT, PETER	308.00
EFT	09/07/2021	6682	Accounts Payable	BOLTON & MENK INC	29,771.50
EFT	09/07/2021	6683	Accounts Payable	BOOT BARN INC	1,439.88
EFT	09/07/2021	6684	Accounts Payable	BREWICK, MARK	324.80
EFT	09/07/2021	6685	Accounts Payable	CDW GOVERNMENT INC	420.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/07/2021	6686	Accounts Payable	CENTRAL IOWA TOWING- ROY'S TOWING	625.00
EFT	09/07/2021	6687	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	41,426.57
EFT	09/07/2021	6688	Accounts Payable	CLARK , JAMES	280.00
EFT	09/07/2021	6689	Accounts Payable	COLE , LEE	840.00
EFT	09/07/2021	6690	Accounts Payable	COMMUNICATION DATA LINK LLC	760,539.18
EFT	09/07/2021	6691	Accounts Payable	CONFERENCE TECHNOLOGIES INC	13,072.39
EFT	09/07/2021	6692	Accounts Payable	CONFLUENCE INC	9,058.52
EFT	09/07/2021	6693	Accounts Payable	CONSTRUCTION MATERIALS INC	457.55
EFT	09/07/2021	6694	Accounts Payable	CONTRACTOR SALES AND SERVICE LLC	637.50
EFT	09/07/2021	6695	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	92,373.80
EFT	09/07/2021	6696	Accounts Payable	DELATI ITS LLC	5,644.13
EFT	09/07/2021	6697	Accounts Payable	DES MOINES ASPHALT & PAVING	193,439.02
EFT	09/07/2021	6698	Accounts Payable	DILLARD , CARLOS	84.00
EFT	09/07/2021	6699	Accounts Payable	DOWLING , CONNIE	340.00
EFT	09/07/2021	6700	Accounts Payable	EDGAR , DAVID	695.16
EFT	09/07/2021	6701	Accounts Payable	ENTENMANN ROVIN CO	342.00
EFT	09/07/2021	6702	Accounts Payable	EXCEL MECHANICAL INC	10,983.35
EFT	09/07/2021	6703	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	2,244.46
EFT	09/07/2021	6704	Accounts Payable	GEBHARDT , LEE	152.50
EFT	09/07/2021	6705	Accounts Payable	GENIUS LANDSCAPE ARCHITECTS	16,900.00
EFT	09/07/2021	6706	Accounts Payable	GIAMPOLO , AUBYN	335.50
EFT	09/07/2021	6707	Accounts Payable	GUNZENHAUSER , ERICK	850.67
EFT	09/07/2021	6708	Accounts Payable	HAHN , JENNIFER	13,808.64
EFT	09/07/2021	6709	Accounts Payable	HARMS , DOUG	308.00
EFT	09/07/2021	6710	Accounts Payable	HENNING , CLAUDIA	500.00
EFT	09/07/2021	6711	Accounts Payable	HILLTOP TIRE SERVICE	247.45
EFT	09/07/2021	6712	Accounts Payable	HR GREEN CO	5,511.06
EFT	09/07/2021	6713	Accounts Payable	HYDAKER-WHEATLAKE COMPANY	136,505.53
EFT	09/07/2021	6714	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	26,710.57
EFT	09/07/2021	6715	Accounts Payable	ISG	69,850.75
EFT	09/07/2021	6716	Accounts Payable	JACOBSEN , LINDSEY	335.50
EFT	09/07/2021	6717	Accounts Payable	JACOBSEN AUTO BODY	6,025.33
EFT	09/07/2021	6718	Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	7,873.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/07/2021	6719	Accounts Payable	JEO CONSULTING GROUP INC	39,591.25
EFT	09/07/2021	6720	Accounts Payable	JONES , JZONEI	107.90
EFT	09/07/2021	6721	Accounts Payable	KELTEK INC	24,582.11
EFT	09/07/2021	6722	Accounts Payable	KIESLER POLICE SUPPLY INC	12,554.00
EFT	09/07/2021	6723	Accounts Payable	KIRKHAM MICHAEL & ASSOC	23,575.76
EFT	09/07/2021	6724	Accounts Payable	LASER RESOURCES	2,713.28
EFT	09/07/2021	6725	Accounts Payable	LINKTEK CORPORATION	3,012.00
EFT	09/07/2021	6726	Accounts Payable	MACQUEEN EQUIPMENT LLC	97.81
EFT	09/07/2021	6727	Accounts Payable	MAHONEY , JOHN	180.00
EFT	09/07/2021	6728	Accounts Payable	MARTIN BROTHERS	4,286.49
EFT	09/07/2021	6729	Accounts Payable	MCANINCH CORPORATION	218,618.24
EFT	09/07/2021	6730	Accounts Payable	MCCUBBIN , COURTNEY	56.00
EFT	09/07/2021	6731	Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	2,204.25
EFT	09/07/2021	6732	Accounts Payable	MIDWEST WHEEL	1,509.92
EFT	09/07/2021	6733	Accounts Payable	MIRACLE RECREATION EQUIPMENT COMPANY INC	20.06
EFT	09/07/2021	6734	Accounts Payable	MORGAN , CHRIS	137.50
EFT	09/07/2021	6735	Accounts Payable	MSTS- RED WING BUSINESS ADVANTAGE- WDM	212.49
EFT	09/07/2021	6736	Accounts Payable	NINTH BRAIN SUITE LLC	433.00
EFT	09/07/2021	6737	Accounts Payable	NORTHLAND PRODUCTS	1,724.95
EFT	09/07/2021	6738	Accounts Payable	O'HALLORAN INTERNATIONAL INC	900.78
EFT	09/07/2021	6739	Accounts Payable	OPN ARCHITECTS	321.09
EFT	09/07/2021	6740	Accounts Payable	OSAM , JACLYN	300.00
EFT	09/07/2021	6741	Accounts Payable	OUTDOOR RECREATION PRODUCTS	579.00
EFT	09/07/2021	6742	Accounts Payable	OVATION NETWORKS INC	4,985.00
EFT	09/07/2021	6743	Accounts Payable	PARKER , SATONIUS	140.00
EFT	09/07/2021	6744	Accounts Payable	PER MAR SECURITY SERVICES	307.41
EFT	09/07/2021	6745	Accounts Payable	PERFECTMIND TECHNOLOGY INC	6,000.00
EFT	09/07/2021	6746	Accounts Payable	PILLAR INC	50,837.50
EFT	09/07/2021	6747	Accounts Payable	QUAD OPTICAL SERVICES LLC	63,072.00
EFT	09/07/2021	6748	Accounts Payable	R&R SPECIALTIES OF WISCONSIN INC	5,932.65
EFT	09/07/2021	6749	Accounts Payable	RAPIDS REPRODUCTIONS INC	875.00
EFT	09/07/2021	6750	Accounts Payable	RASMUSSEN , MATT	54.00
EFT	09/07/2021	6751	Accounts Payable	RELIANT FIRE APPARATUS INC	908.28

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/07/2021	6752	Accounts Payable	RENEWABLE ENERGY GROUP INC	9,175.22
EFT	09/07/2021	6753	Accounts Payable	RHYTHM ENGINEERING LLC	130.00
EFT	09/07/2021	6754	Accounts Payable	RLM UNDERGROUND LLC	407,199.32
EFT	09/07/2021	6755	Accounts Payable	SELLNER, BRIAN	818.88
EFT	09/07/2021	6756	Accounts Payable	SHIELDS, CHARLES	81.00
EFT	09/07/2021	6757	Accounts Payable	SHIVE-HATTERY INC	187,936.22
EFT	09/07/2021	6758	Accounts Payable	SPRAYER SPECIALTIES INC	699.00
EFT	09/07/2021	6759	Accounts Payable	STAR EQUIPMENT LTD	5,662.95
EFT	09/07/2021	6760	Accounts Payable	STIVERS FORD	2,818.16
EFT	09/07/2021	6761	Accounts Payable	SWINTON, ASHLEE	1,551.23
EFT	09/07/2021	6762	Accounts Payable	TAXIUM LLC	77,650.59
EFT	09/07/2021	6763	Accounts Payable	TSCHUDIN, JODI	210.00
EFT	09/07/2021	6764	Accounts Payable	UPS STORE	156.00
EFT	09/07/2021	6765	Accounts Payable	WAYTEK INC	134.90
EFT	09/07/2021	6766	Accounts Payable	WHKS & CO	1,091.50
EFT	09/07/2021	6767	Accounts Payable	WINTER EQUIPMENT CO INC	222.31
EFT	09/07/2021	6768	Accounts Payable	WOLF CONSTRUCTION SERVICES INC	18,100.00
EFT	09/07/2021	6769	Accounts Payable	YEAGER ENTERPRISES LLC	2,623.00
EFT	09/07/2021	6770	Accounts Payable	ZIEGLER INC	55.95
WB VENDOR DISB WB Vendor Disbursement Totals:					Transactions: 317
Checks:					\$3,611,982.22
EFTs:					\$2,732,008.01
					<hr/> \$6,343,990.23

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB CONTROLPAY - WB ControlPay</b>					
EFT	09/07/2021	6555	Accounts Payable	ACCO UNLIMITED CORP	2,255.20
EFT	09/07/2021	6556	Accounts Payable	ACCO UNLIMITED CORP	1,048.70
EFT	09/07/2021	6557	Accounts Payable	ACCO UNLIMITED CORP	2,273.20
EFT	09/07/2021	6558	Accounts Payable	ACCO UNLIMITED CORP	1,507.10
EFT	09/07/2021	6559	Accounts Payable	ACCO UNLIMITED CORP	43.20
EFT	09/07/2021	6560	Accounts Payable	ACCO UNLIMITED CORP	1,186.50
EFT	09/07/2021	6561	Accounts Payable	ARAMARK UNIFORM SERVICES	3,633.74
EFT	09/07/2021	6562	Accounts Payable	ARROW STAGE LINES	875.00
EFT	09/07/2021	6563	Accounts Payable	BSN SPORTS LLC	19,089.57
EFT	09/07/2021	6564	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	45,111.60
EFT	09/07/2021	6565	Accounts Payable	CLIVE POWER EQUIPMENT	1,200.23
EFT	09/07/2021	6566	Accounts Payable	CORN STATES METAL FABRICATORS INC	575.00
EFT	09/07/2021	6567	Accounts Payable	D&K PRODUCTS	1,898.95
EFT	09/07/2021	6568	Accounts Payable	DES MOINES REGISTER MEDIA	5,399.70
EFT	09/07/2021	6569	Accounts Payable	DES MOINES REGISTER MEDIA	305.95
EFT	09/07/2021	6570	Accounts Payable	ELECTRONIC ENGINEERING	18.00
EFT	09/07/2021	6571	Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	1,632.88
EFT	09/07/2021	6572	Accounts Payable	FERGUSON ENTERPRISES INC 226	438.24
EFT	09/07/2021	6573	Accounts Payable	FISHER & PAYKEL HEALTHCARE INC	469.04
EFT	09/07/2021	6574	Accounts Payable	GALLS LLC	3,640.38
EFT	09/07/2021	6575	Accounts Payable	IRON MOUNTAIN	78.48
EFT	09/07/2021	6576	Accounts Payable	JERICO SERVICES	12,980.00
EFT	09/07/2021	6577	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	45,856.48
EFT	09/07/2021	6578	Accounts Payable	METRO WASTE AUTHORITY	187,538.67
EFT	09/07/2021	6579	Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	7,504.06
EFT	09/07/2021	6580	Accounts Payable	O'REILLY AUTOMOTIVE INC	31.47
EFT	09/07/2021	6581	Accounts Payable	PARKER SIGNS & GRAPHICS	2,404.00
EFT	09/07/2021	6582	Accounts Payable	PRAXAIR	5,392.86
EFT	09/07/2021	6583	Accounts Payable	PROCTOR MECHANICAL CORP	13,175.88
EFT	09/07/2021	6584	Accounts Payable	SHERWIN WILLIAMS	56.57
EFT	09/07/2021	6585	Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	507.90
EFT	09/07/2021	6586	Accounts Payable	SNYDER & ASSOCIATES	84,794.84

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date: 09/07/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/07/2021	6587	Accounts Payable	STANDARD AND POORS	23,250.00
EFT	09/07/2021	6588	Accounts Payable	SWANK MOTION PICTURES INC	700.00
EFT	09/07/2021	6589	Accounts Payable	TEAM SERVICES	10,804.50
EFT	09/07/2021	6590	Accounts Payable	TOMPKINS INDUSTRIES INC	78.55
EFT	09/07/2021	6591	Accounts Payable	ULINE INC	2,038.50
EFT	09/07/2021	6592	Accounts Payable	VAISALA INC	1,000.00
EFT	09/07/2021	6593	Accounts Payable	ZOLL DATA- CO	5,964.49
WB CONTROLPAY WB ControlPay Totals:					\$496,759.43

EFTs: 39 \$496,759.43

Transactions: 39

# Payment Register

From Payment Date: 08/03/2021 - To Payment Date: 09/19/2021

Number	Date	Payee Name	Transaction Amount
59	09/01/2021	WEST BANK	\$11,416.71
209	08/18/2021	WEST BANK	\$1,200.00
210	08/18/2021	WEST BANK	\$84.00
211	08/19/2021	WEST BANK	(\$84.00)
268	08/31/2021	ISOLVED BENEFIT SERVICES- WDM	\$3,788.83
269	08/31/2021	ISOLVED BENEFIT SERVICES- WDM	\$8,107.33
270	08/31/2021	ISOLVED BENEFIT SERVICES- WDM	\$8,052.77
6662	08/19/2021	RLM UNDERGROUND LLC	\$473,407.10
6663	08/31/2021	DELTA DENTAL OF IOWA	\$9,465.49
6664	08/31/2021	DELTA DENTAL OF IOWA	\$12,137.68
6665	08/31/2021	DELTA DENTAL OF IOWA	\$8,413.59
6666	08/31/2021	WELLMARK BLUE CROSS	\$137,719.54
6667	08/31/2021	WELLMARK BLUE CROSS	\$166,650.40
6668	08/31/2021	WELLMARK BLUE CROSS	\$95,763.48
200307	08/12/2021	LEHS, KENT	608.00
200308	08/12/2021	LEHS, KENT	497.00
200309	08/12/2021	LEHS, KENT	995.00
200310	08/12/2021	LEHS, KENT	995.00
200311	08/12/2021	SWIFT PROPERTIES LLC	25.00
200312	08/12/2021	WILLOW BEND APARTMENTS I	300.00
200313	08/12/2021	WILLOW BEND APARTMENTS I	830.00
200314	08/12/2021	WILLOW BEND APARTMENTS I	525.73
200315	08/12/2021	WILLOW BEND APARTMENTS I	830.00
200316	08/26/2021	GINGER LTD	600.00
200317	08/26/2021	JPJ INVESTMENTS LLC	580.00
200318	08/26/2021	NORWALK VILLAGE COOPERATIVE HOUSING ASSOCIATION	447.00
200319	08/26/2021	R & R INVESTORS LTD- CCVI LLC	275.00
200320	08/26/2021	SWIFT PROPERTIES LLC	815.00
			944,445.65

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approval of Liquor Licenses

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:** In accordance with the Iowa Code Section 123.1 and the West Des Moines City Code Title 3, Business and Licensing, Chapter 2, Beer and Liquor Control, the following licenses have been investigated and reviewed by the WDM Police Department and, when necessary, by Building Inspection and/or Fire Department staff, and are presented to the City Council for approval. Copies of license applications are available, for your review, in the Office of the City Clerk.

1. Five K Enterprises, LLC d/b/a Brazil Terra Grill, 2800 University Avenue, Suite 405 - Class LC Liquor License with Outdoor Service and Catering Privileges - Renewal
2. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
4. Montes Corporation d/b/a El Toreado Mexican Bar & Grill, 3751 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
5. Tap This Concessions, LLC d/b/a Iowa Craft Beer Tent, 6785 Westown Parkway - Five-Day Class B Beer Permit with Outdoor Service for a Private Event - September 13, 2021
6. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal
7. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
8. West Des Moines Chamber of Commerce d/b/a West Des Moines Chamber of Commerce - Five-Day Class B Beer Permit with Outdoor Service for the "Raccoon River Rally" Event in Raccoon River Park - October 2, 2021

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Motion to approve the issuance of liquor licenses in the City of West Des Moines.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk 

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Appointment to the Interim Board of Directors for the  
Mid-Iowa Planning Alliance for Community Development

**DATE:** September 7, 2021

**MOTION:** Appointment of Clyde Evans to the Interim Board of Directors

**FINANCIAL IMPACT:** None at this time, however the City will need to be a paying member to participate in the Alliance and to be eligible for grants/loans from the Economic Development Administration (EDA). First year's dues are projected to be approximately \$1,273 and the second-year dues are projected to be \$5,092.

**BACKGROUND:** The Central Iowa region (Boone, Dallas, Jasper, Marion, Polk, Story, and Warren counties) is the only area of Iowa that is not presently designated by the U.S. Department of Commerce's Economic Development Administration (EDA) as an Economic Development District (EDD). In the past, there have been only a few occasions when the Central Iowa region would have been eligible to apply for the EDD designation. Because of the pandemic the ability to create an EDD has been extended to the Central Iowa area. By having this designation, the area would qualify for federal funding thru EDA. Typically, EDA has funded major infrastructure projects to support economic development. As an example, EDA funded over \$61.9 million worth of projects in Iowa from January 2018 to January 2021.

Lead by the Greater Des Moines Partnership and the Des Moines area MPO, a Steering Committee has been engaged in creating a Comprehensive Economic Development Strategy (CEDS) for the Central Iowa region. This is the first step in getting the EDD designation.

The Steering Committee is now at the point in the process where they want specific projects identified that member jurisdictions would like to see included in the CEDS. Only projects listed in the CEDS would be eligible for funding from EDA. As a representative on the Steering Committee, I have passed the request for projects on to City departments for their list of projects. EDA will have over \$3 billion of federal stimulus money to allocate this coming year.

To become an EDD, a 504 nonprofit entity must be created. The MPO is currently in the process of creating that entity and an interim board of directors. To participate and be a member of the EDD, local units of government are being asked to contribute 7.5 cents per capita in dues to match planning monies from EDA. Based upon our 2020 Census of Population of 68,723, for the first year West Des Moines' contribute would be approximately \$1,289 because of how the federal fiscal year falls and when the EDD approval will occur. In year two, our contribution would be approximately \$5,541.

Presently, the MPO is proposing to help facilitate the creation of the EDD by utilize the existing Steering Committee as the interim Board of Directors for the Mid-Iowa Planning Alliance for Economic Development EDD.

Excerpts from Steering Committee presentations are attached as Attachment I.

The Finance and Administration City Council Subcommittee met on August 18, 2021, to discuss this topic. They were supportive of the City’s involvement in the creation of a Mid-Iowa Planning Alliance for Economic Development and the appointment of Community Development Director Clyde Evans to be the City’s representative on the Interim Board of Directors.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** The Finance and Administration City Council Subcommittee is recommending that Community Development Clyde Evans be appointed as the City’s representative on the interim Board of Directors of the Mid-Iowa Planning Alliance for Community Development.

Lead Staff Member: Clyde Evans, AICP, Director

**STAFF REVIEWS:**

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	<i>[Signature]</i>
Legal	
Agenda Acceptance	<i>[Signature]</i>

**PUBLICATION(S) (if applicable)**

Published In	
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development and Planning		
Date Reviewed	August 18, 2021		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Attachment I -

EDD Steering Committee Presentations

# ECONOMIC DEVELOPMENT DISTRICT

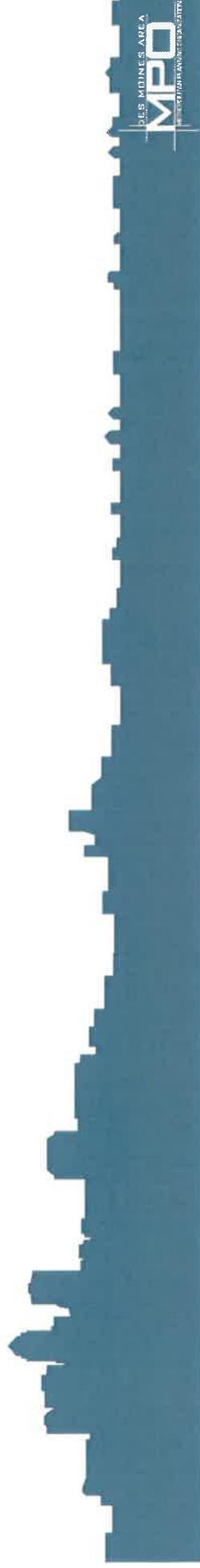
CEDS Steering Committee

May 3, 2021

# Today's Agenda



- **Introductions**
- **Background:** What is an Economic Development District?
- **Update:** Progress to date
- **Frequently Asked Questions**
- **Process Overview:** Developing the Comprehensive Economic Development Strategy
- **Review:** Plan for regional SWOT analysis
- **Next Steps**
- **Other Business?**

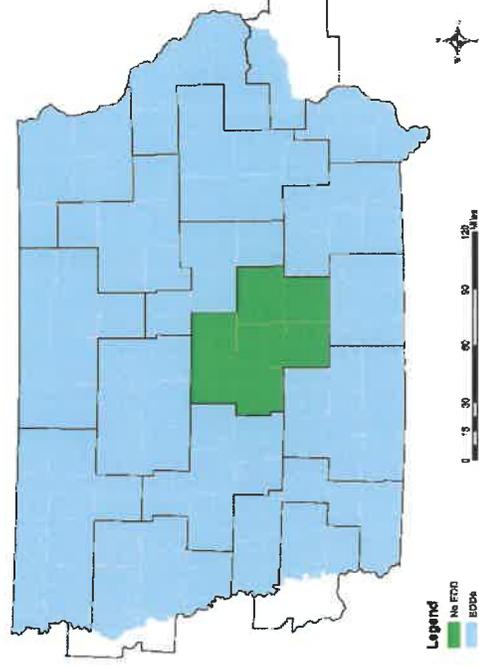
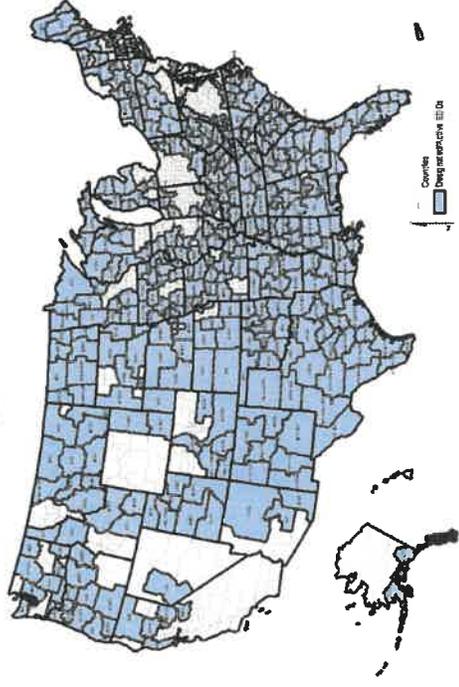


# BACKGROUND

What is it and why should we care?

# Economic Development District (EDD) for Central Iowa?

*Economic Development Districts (EDDs)*  
March 2019



- BOONE
- DALLAS
- STORY
- JASPER
- POLK
- MARION
- WARREN

Central Iowa is state's only region without EDD designation from U.S. EDA.

It is now qualified for an EDD designation due to national emergency declaration for the pandemic – the first time the region has qualified since 2008 floods.

Indianapolis and St. Louis regions are also exploring an EDD designations.

# What is an Economic Development District (EDD)?

- An Economic Development District is a designation by the U.S. Economic Development Administration given to regions that have experienced economic distress.
- These regions form multi-jurisdictional entities, commonly composed of multiple counties, to plan for the economic resiliency of a region and provide support for member communities.

**NOT** a chamber of commerce or like Partnership. Does **NOT** recruit businesses.

**NOT** like the economic development offices of the region's cities and counties.

**NOT** a council of governments. EDD can be standalone entity.

# Benefits



- **Funding**
  - First entity to receive EDA funding during major disasters.
  - (E.G., Central Iowa missed out on \$470,000 in no-match funding from CARES Act.)
  - Annual funding for staff to administer EDD (requires local match).
  - Improve applications for federal funding.
- **Staff Support**
  - Support staff for the application and administration of grants.
  - Identify funding opportunities at various levels of government.
  - Fill “gaps” by supporting projects on behalf of communities without capacity.
- **Regional Plan:**
  - Comprehensive Economic Development Strategy (CEDS) would catalogue priority projects and improve their competitiveness in grant applications.
  - Supports existing plans (comp plans, Tomorrow Plan, Capital Crossroads)

# Funding Examples

\$61.9 million in EDA investments in Iowa January 2018 – January 2021.

Per-capita spending was six times higher outside Central Iowa.

\$3.2 million in Central Iowa (~ \$4/person)

\$58.7 million outside Central Iowa (~ \$25/person)

\$8,485,749 – City of Council Bluffs – Flood-proof public water supply and wastewater treatment facility. (2020)

\$7,899,000 – City of Hamburg – Levee improvements to protect critical infrastructure. (2020)

\$1,729,500 – City of Cedar Rapids – Help relocate a water main for flood resiliency for the Quaker Oats factory. (2017)

\$1,000,308 – Southwestern Community College – For a new facility for skills training, technical training, and provide trainings needed for regional businesses and industries. (2015)

\$631,102 – Sioux City – Sioux City Gateway Airport. (2014)

\$1,000,000 – City of Dyersville – Field of Dreams. (2013)

# UPDATE

Where are we at in the process?

## What would it take? The basics



- Every county be part of a presidentially declared disaster declaration (already done due to COVID-19)
- The agency requesting funding must have adequate private representation on the board
- Have the support of all the counties within the EDD area
- Must have concurrence with the State
- Local match must be procured
- A Comprehensive Economic Development Strategy (CEDS) would also need to be created. This is like a Long-Range Transportation Plan, but for community infrastructure projects supporting economic growth.

**PHASE 1:**  
Weigh support

- **November to February**
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

**PHASE 2:**  
Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

**PHASE 3:**  
Designation

- **Fall 2021**
- Submit materials for designation.
- Review process estimated at 2-3 months.
- Final approval from a deputy administrator.

**PHASE 4:**  
Operational

- **Mid-2022**
- Following designation, the entity would apply to participate in the EDA's Partnership Program, i.e., federal funding for admin costs.

# PHASE 1 UPDATE: Stakeholder discussions

## PHASE 1: Weigh support

- November to February
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

## STAKEHOLDER DISCUSSIONS HELD IN COORDINATION WITH THE PARTNERSHIP

- Boone County (February 2021)
- Dallas County (January & February 2021)
- Jasper County (January 2021)
- Marion (December 2020 & January 2021)
- Polk County\* (November 2020)
- Story County (December 2020)
- Warren County (January 2021)

\* Polk County discussions started with Supervisors, per their guidance. Stakeholder discussions with metro cities will occur as part of Phase 2.

# PHASE 1 UPDATE: County Resolutions

## PHASE 1: Weigh support

- **November to February**
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

## RESOLUTIONS OF SUPPORT PASSED UNANIMOUSLY IN ALL COUNTIES

- Warren County (January 2021)
- Story County (January 2021)
- Jasper County (February 2021)
- Polk County (February 2021)
- Dallas County (March 2021)
- Boone County (March 2021)
- Marion County (March 2021)

# PHASE 1 UPDATE: State Concurrence

## PHASE 1:

Weigh support

- **November to February**
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

## INITIATED PROCESS

- Met with IEDA Director Debi Durham, who expressed strong support for an EDD in Central Iowa
- IEDA will act as conduit to Governor's Office for the required letter of support from the Governor
- Formal request for letter will be made in the summer after completion of Comprehensive Economic Development Strategy

# FREQUENTLY ASKED QUESTIONS

Have you thought about ...?

## How much will this cost?



- The EDA offers a “Partnership Program” with local EDDs to provide administrative staff support
- Program offers up \$70,000 annually, if matched by \$70,000 locally
- The \$140,000 annual budget would cover cost of total staffing costs

## How much will this cost my jurisdiction?



- Non-participating jurisdictions – no cost
  - Participation is a local decision
  - If community doesn't join initially, it can join at a later date
  - Only members receive benefits, including projects in CEDS
- Participating jurisdictions – depends on membership levels
  - We can conservatively estimate 15 cents per person
    - 200,000 population – \$30,000 annually
    - 70,000 population – \$10,500 annually
    - 25,000 population – \$3,750 annually
    - 4,000 population – \$600 annually

## What's the relationship between MPO and EDD?



- The MPO and EDD will be separate organizations
  - Different boards, dues, charters, etc.
- There will be a contractual relationship
  - EDD will hire MPO to administer the entity
  - Similar arrangement to MPO & Central Iowa Regional Transportation Planning Alliance (CIRTPA)

## Will the board of directors control grant spending?

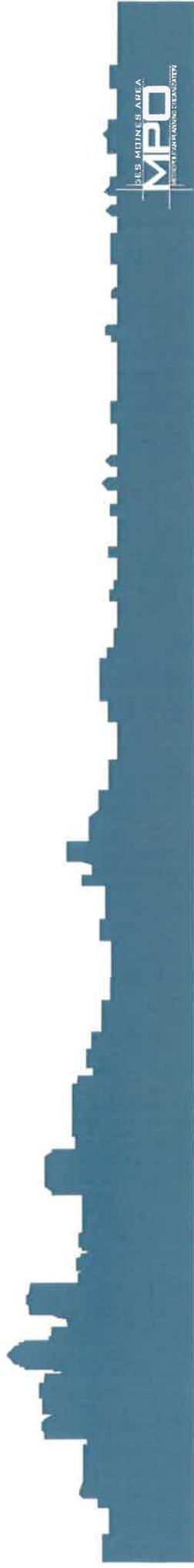


- Short answer: No, not usually.
  - Not like MPO, which receives annual grant funding to be allocated to member governments
  - With EDD, most grant funding is between individual jurisdictions and outside entity (e.g., EDA); the EDD facilitates process
- Longer answer: The board will have financial oversight
  - \$140,000 administration budget
  - One-time stimulus money (e.g., \$470,000 in 2020)

*Before we go any farther ...*



**ANY QUESTIONS?**



# PROCESS OVERVIEW

Developing the Comprehensive Economic Development Strategy

**PHASE 1:**  
Weigh support

- **November to February**
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

**PHASE 2:**  
Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

**PHASE 3:**  
Designation

- **Fall 2021**
- Submit materials for designation.
- Review process estimated at 2-3 months.
- Final approval from a deputy administrator.

**PHASE 4:**  
Operational

- **Mid-2022**
- Following designation, the entity would apply to participate in the EDA's Partnership Program, i.e., federal funding for admin costs.

# PHASE 2 NEXT STEPS: CEDS Development

## PHASE 2: Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

**APRIL** – Form Steering Committee

**MAY** – SWOT analysis and goal setting with stakeholders

**JUNE** – Project selection

**JULY** – Review and revise draft document

**AUGUST** – Finalize and submit document

**NOTE:** *We are moving at a very fast rate. Stakeholders have expressed concern about busy schedules. Also, if we move quickly enough, we can potentially be in line for next round of stimulus funding.*

# THANK YOU! CEDS Steering Committee

## PHASE 2:

Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

## Responsibilities

- Oversee development of the CEDS
- Help organize local engagement
- Review and provide feedback on processes, findings, analysis, and draft documents.
- Receive updates on larger process of forming EDD and act as sounding board to ensure successful implementation
- Approximately 1 meeting / month, or more if needed

## Makeup

- Up to 5 representatives from each of the 7 eligible counties (35 maximum)
- Goal of having representation from public and private
- Preferably well-connected officials who can help facilitate local engagement
- Stakeholders from each county self-select their own representatives

# PHASE 2 NEXT STEPS: SWOT Analysis

## PHASE 2:

Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

## Stakeholder Session

- One session for stakeholders throughout region
- 1:30 p.m. Monday, May 10
  - Any major conflicts (e.g., large conferences) that would preclude numerous stakeholders from attending?
- Send email invitation TODAY to all stakeholders who have been involved to date
- Request your assistance in getting word to relevant officials and stakeholders
- Goal of getting representatives from all seven counties
- Offer the option of providing feedback via email or phone to those who can't make it

# PHASE 2 NEXT STEPS: SWOT Analysis (cont.)

## PHASE 2:

Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

## Meeting Outline

- Held via Zoom
- Advertise 1 hour (available 90 minutes)
- Open with very brief background (2-3 minutes)
- Facilitate SWOT discussion (30-40 minutes)
  - Besides verbal discussion, encourage the use of the chat feature in order to collect comments from as many people as possible
  - Record meeting to capture spoken and written comments
- Facilitate discussion on goals (10-20 minutes)
- Close

# NEXT STEPS

How can we be involved?

## Executing on SWOT



1. We will send invitation for May 10 stakeholder session.
2. Please share this with relevant stakeholders and encourage representation from your counties.
3. Staff will compile and summarize results of SWOT analysis and goal-setting for review at next Steering Committee meeting.
4. Staff will develop a proposed process for collecting projects to be included in the CEDS.

## Next Steering Committee Meeting



1. Review SWOT analysis findings and revise as needed.
  - Approve summary of SWOT analysis.
2. Review goals as drafted by staff, relative to stakeholder comments, and revise as needed.
  - Approve goals.
3. Review draft process for submitting projects for inclusion in the CEDS and revise as needed.
  - Approve process for project inclusion.
4. Review agenda for July meeting.

## Next Steering Committee Meeting (cont.)



1. Standing meeting?
  - 10 a.m.?
  - First Monday of the Month? (Except July)

# **OTHER BUSINESS?**

Anything else we need to discuss?

# Thank you!



We appreciate your support and engagement!

As ever, we are open to connecting with you or members of your staff to further discuss the Economic Development District and/or the Comprehensive Economic Development District.

**Todd Ashby, CEO**  
tashby@dmampo.org  
515-334-0075

**Andrew Collings**  
acollings@dmampo.org  
515-334-0075

**Gunnar Olson**  
golson@dmampo.org  
515-334-0075

# ECONOMIC DEVELOPMENT DISTRICT

CEDS Steering Committee

July 12, 2021

# Today's Agenda



- **Update:** Timeline
- **Approve:** Articles of Incorporation
- **Review:** Draft Bylaws
- **Review:** Draft CEDS
- **Update:** American Rescue Plan Funding Opportunity
- **Other Business?**

# TIMELINE

Phase 2: Almost done!

**PHASE 1:**  
Weigh support

- **November to February**
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

**PHASE 2:**  
Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

**PHASE 3:** Designation

- **Fall 2021**
- Submit materials for designation.
- Review process estimated at 2-3 months.
- Final approval from a deputy administrator.

**PHASE 4:** Launch Operations

- **Late 2021 - Mid-2022**
- Determine membership
- Following designation, the entity would apply to participate in the EDA's Partnership Program, i.e., federal funding for admin costs.

# FINAL STEPS: Phase 2: Entity Creation

## PHASE 2:

Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine due structure.
- Form board.
- Develop and adopt CEDS.

**July 12** – Steering Committee Meeting

- Review draft incorporation articles

**August 2** – Steering Committee Meeting

- Approve incorporation articles
- Review draft bylaws
- Review draft CEDS document

**August 3** – Open 30-day public comment period for CEDS

**NEW: August 20** – Comments due regarding draft Bylaws, so there's two weeks to revise

**AUGUST** – Develop EDD designation application while the CEDS is out for public comment

**September 2** – Close 30-day public comment period

**September 3** – Make final edits to CEDS document

**NEW: September 7\*** – Steering Committee meets as Interim BOD for new entity

- Review and approve bylaws
- Review and approve CEDS
- Review and approve EDD designation application
- Review and approve IRS designation application

**\* September meeting rescheduled to 1 p.m. Tuesday, September 7. Invitation to follow.**

# NEXT STEPS: Preparing to be operational

## PHASE 3: EDD Designation

- **Fall 2021**
- Submit materials for designation.
- Review process estimated at 2-3 months.
- Final approval from a deputy administrator.

**September 8** – Submit EDD designation application and wait. Approval could take up to 3 months.

## SEPTEMBER-DECEMBER

- Meet with eligible jurisdictions about possible membership
- Funding commitments will be needed for application to the EDA's Partnership Program for administrative costs (\$70K annual grant, matched by \$70K local funds)
- Could be operational by early 2022.

## PHASE 4: Launch Operations

- **Late 2021 - Mid-2022**
- Determine membership
- The entity would apply to participate in the EDA's Partnership Program, i.e., federal funding for admin costs.

# ARTICLES OF INCORPORATION

Establishing the legal entity

# BACKGROUND: Form Legal Entity

---



- Legal entity is required for designation application
  - Entity is then designated as the region's EDD
- Counsel recommended 504 nonprofit
  - Meets EDA's requirements
  - Quicker and simpler to form than 28E
  - Can incorporate using temporary board of directors
  - Allows jurisdictions to easily become members anytime
- Name: Mid-Iowa Planning Alliance for Community Development
- IMPORTANT NOTE: Membership and fees do NOT need to be determined prior to forming the 504 nonprofit.

## REVIEW: Articles of Incorporation



- Establishes basic legal structure
- States purpose as a support organization for local jurisdictions
- IRS language included to ease application for 501c3 status
- Refers to bylaws for more defined operating parameters

### **Interim Board of Directors**

- Authority to adopt initial CEDS, bylaws, designation application and related materials
- Provide oversight through transition to permanent board of directors
- CEDS Steering Committee (five members per county)
- Meets as needed until full board structure is in place

# **BY-LAWS**

Governing the new entity

## HIGHLIGHTS: Membership



- **Eligibility:** all jurisdictions within seven-county region
  - 89 incorporated cities and 7 counties
- **Joining** – Can join at any time
  - Effective July 1, 2023, joining members would pay one year’s worth of back dues to join
    - This is intended to prevent jurisdictions from joining at the last minute to reap the benefits without having paid into the org
- **Leaving** – Can leave at any time
  - Would still have to pay dues for remainder of year

# REMINDER: Initial fee structure

**APPROACH:** Start with conservative number to ensure we reach matching requirement (\$70,000 local to match \$70,000 grant); revise as membership solidifies

Year 1 (partial) <i>January-June 2022</i>	Year 2 <i>July 2022 – June 2023</i>	Year 3 <i>July 2023 – 2024</i>
7.5 cents per person within member’s jurisdiction (for counties, only unincorporated areas) Overages, if any, would be placed into a reserve fund.	15 cents per person within member’s jurisdiction (for counties, only unincorporated areas) Overages, if any, would be placed into a reserve fund.	To be determined by permanent board of directors, based on membership Reserve fund could be left alone or used to reduce rates.

**200,000 population** – \$7,500 Year 1; \$30,000 Year 2      **25,000 population** – \$928 Year 1; \$3,750 Year 2  
**70,000 population** – \$2,525 Year 1, \$10,500 Year 2      **4,000 population** – \$150 Year 1; \$600 Year 2

## HIGHLIGHTS: Board of Directors



- **Membership:** Maximum 125 representatives
  - 1 per city (89 eligible) and county (7 eligible)
  - 2 private representatives from each county (14 maximum)
    - To be appointed by members within county
  - 1 representative each from Iowa State University, DMACC, and Greater Des Moines Partnership
- **Meetings:** Minimum one per year in May
- **Term:** Until successor appointed, or upon death, resignation or removal
- **Notable responsibilities:** Budget, bylaws, CEDS, financial decisions over \$25K.

## HIGHLIGHTS: Executive Committee



- **Membership:** Maximum 21 representatives
  - 2 city or county reps from within each county (14)
    - To be appointed by members within county
  - 1 private representatives from each county (7 maximum)
    - To be appointed by members within county
- **Meetings:** At least every other month
- **Term:** Until successor appointed, or upon death, resignation or removal
- **Notable responsibilities:** Day-to-day decision making on behalf of board; spending authority capped at \$25K.

## HIGHLIGHTS: Officers



- **Officers:** Chair, Vice Chair, Secretary, Treasurer
  - Elected from within Executive Committee Members
  - Elected by Executive Committee
  - Individual can hold more than one officer positions
  - Term: Until successor chosen, or upon death, resignation or removal.

## NEXT STEPS: Bylaws



**August 2** – Review draft bylaws with CEDS Steering Committee

**August 20** – Deadline for comments on draft by laws

**September 7** – Seek adoption from interim MIPA board

**Later** – Bylaws can be updated, if needed, by permanent board

# **CEDS DRAFT DOCUMENT**

Ready for public comment?

# DRAFT Comprehensive Economic Development Strategy

- Draft complete
- 99 pages
- Thanks for all the photos!
  - Local ag photo?
- Project list to be added later after membership is determined



## Next Steps



- **August 3** – Open 30-day public comment period
- **September 2** – Close 30-day public comment period
- **September 3** – Make final edits to CEDS document
- **September 7** – Seek adoption from BOD / Steering Committee
- **September 7** – Submit to EDA along with EDD designation application

# EDA FUNDING OPPORTUNITY

American Rescue Plan

# Funding Opportunity



\$3 billion in stimulus funding through American Rescue Plan

- Build Back Better Regional Challenge (\$1 billion)
- Good Jobs Challenge (\$500 million)
- Economic Adjustment Assistance Challenge (\$500 million)
- Indigenous Communities Challenge (\$100 million)
- Travel, Tourism, and Outdoor Recreation Grants (\$750 million)
- Statewide Planning, Research, and Networks Grants (\$90 million)

# Process



- Collect potential projects.
  - Stakeholder email Monday with:
    - Background on the funding opportunities and suitable types
    - A standardized worksheet for jurisdictions to fill out describing the projects.
  - Hosting an Informational Session for eligible members to learn more
    - 1:30 p.m. Thursday, via Zoom (invitation to follow)
    - Present what we've learned about these programs
    - Q&A
- Compile a list of potential projects.
- Review list with EDA staff, who have told us they will help judge their fundability.
- We'll report back to jurisdictions on what the EDA says and work with jurisdictions to decide whether to proceed with an application.
- Apply for funding.

# OTHER BUSINESS?

Anything else we need to discuss?

# Thank you!



We appreciate your support and engagement!

As ever, we are open to connecting with you or members of your staff to further discuss the Economic Development District and/or the Comprehensive Economic Development District.

**Todd Ashby, CEO**  
tashby@dmampo.org  
515-334-0075

**Andrew Collings**  
acollings@dmampo.org  
515-334-0075

**Gunnar Olson**  
golson@dmampo.org  
515-334-0075

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Motion - Approval to Sell Surplus City Equipment

**FINANCIAL IMPACT:**

Approximate revenue to the General Fund of \$6,000.

**BACKGROUND:**

On April 30, 2012, City Council approved a Disposal of Surplus Property Policy and retention of GovDeals.com for disposal of excess City property.

Public Services has accumulated and inventoried a list of the following surplus items to be sold by auction on GovDeals.com:

**APPROXIMATE VALUE \$6,000.00**

1	2014 Ford Explorer - Unit 544C – VIN #1FM5K8AR9EGA44780
---	---

**RECOMMENDATION:**

City Council Approve:

- Motion authorizing the Department of Public Services to proceed with the on-line sale of accumulated surplus City equipment.

**Lead Staff Member: Rian Rasmussen, Fleet Manager**

<b>Department Director</b>	Bret Hodne, Public Services Director 
<b>Appropriations/Finance</b>	Tim Stiles, Finance Director 
<b>Legal</b>	
<b>Agenda Acceptance</b>	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
<b>Published In</b>		<b>Committee</b>	<b>Public Services Council</b>		
<b>Dates(s) Published</b>		<b>Date Reviewed</b>	<b>8/26/2021</b>		
		<b>Recommendation</b>	<b>Yes</b>	<b>No</b>	<b>Split</b>

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:**

**DATE: September 07, 2021**

Motion – Approve the Professional Services Agreement with Delati ITS, LLC.

**FINANCIAL IMPACT:** Financial Impact: Maximum expenditure of \$95,000 each year. Payment will be from General Fund account # 100.650.651.5125.250 - IT/Operations/Contract Help. This contract will renew annually.

**BACKGROUND:** Badih Delati has provided information technology services to the City for over a year as an independent contractor. This is a renewal of his existing contract with some updates to contract sections. This funding is already approved in the 2021 – 2022 budget and this request is to formalize a contract with Delati ITS, LLC.

**OUTSTANDING ISSUES** (if any): NA

**RECOMMENDATION:** Motion – Approve the Professional Services Agreement with Delati ITS, LLC for September 2021 through September 2022.

**Lead Staff Member:** Joe Menke, IT Director

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>JP</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as “City”, and Delati ITS, LLC, a limited liability company incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as “Consultant” as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE SERVICES AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE SERVICES AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Consultant agrees to perform Help Desk and Desktop Support services including but not limited to tasks necessary to complete the Services, complete future project work that will be specified throughout the year, and will have specific goals to meet for each fiscal year of employment. The parties will agree on an appropriate allocation of tasks between Consultant and City resources. Consultant is not required to provide hardware or software under terms of this Agreement.

### 2. TERM and HOURS OF SERVICES

- A. The initial term of this Agreement will be from the effective date until September 13, 2022. The Agreement may be renewed by mutual agreement of the parties.
- B. The estimated hours for services defined in this contract is 2080 hours as follows: 40 hours per week with the possibility of more depending on need. Hours in excess of these estimates will require the prior written approval of the City of West Des Moines IT Director.

### 3. COMPENSATION

- A. In consideration of the professional services provided herein, the City agrees to pay the Consultant a base salary of \$90,480, or at a rate of \$43.50 per hour. The City agrees to pay the Consultant the regular rate of \$65.25 per each additional hour above forty (40) hours for Services performed. Travel costs and seminar tuition will not be reimbursable expenses. The City will evaluate the Consultant’s performance and bill rate on an annual basis. This contract does not in any way imply that the Consultant will receive an annual raise.
- B. From time to time, additional personnel may be needed on a temporary basis as authorized by the IT Director. Upon such occurrence, the parties will negotiate the hours and compensation for such additional personnel.

- C. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within thirty (30) days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.
- E. The technical skills necessary to support the City's information technology will be provided and financed by the Consultant's company. The City will not provide any formal, paid training for contractors.

#### 4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City and shall also provide evidence of the following additional coverage.
- B. **Comprehensive General Liability.** The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. **Automobile Liability.** The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it

cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

- D. **Professional Liability.** The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- E. **Cyber Insurance.** The Consultant shall provide evidence of a cyber insurance policy in the limits of at least \$1,000,000 for each occurrence and \$1,000,000 in the aggregate to cover damages resulting from an information security incident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days' written notice registered mail, return receipt requested.
- F. **Workers' Compensation.** The Consultant shall provide evidence of a workers' compensation policy in the limits as required by applicable law or regulation. The policy shall include a waiver of subrogation endorsement in favor of the City of West Des Moines.
- G. **Crime Coverage.** The Consultant shall provide evidence of Crime coverage in the limit of at least \$250,000 to protect City from the Consultant or third party from committing any type of theft, fraud, or similar related activity.
- H. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

## 5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

### FOR THE CITY:

Name: City of West Des Moines  
Attn: Ryan Jacobson, City Clerk  
Address: 4200 Mills Civic Parkway  
West Des Moines, IA 50265

### FOR THE CONSULTANT:

Name: Delati ITS, LLC  
Attn: Badih Delati  
Address: 1213 64<sup>th</sup> Street  
West Des Moines, IA 50266

## 6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards,

or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. COMPLIANCE WITH DATA PRIVACY STANDARDS FOR THE PROTECTION OF PII, PHI AND/OR PCI.

Consultant acknowledges that to the extent it maintains, acquires, discloses, uses, or has access to any Personally Identifiable Information (“PII”), as defined by state breach notification statutes, and/or any Protected Health Information (“PHI”), as defined by the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, or Payment Card Information (“PCI”), as defined by the Payment Card Industry Data Security Standards (“PCI DSS”), Consultant shall maintain reasonable security procedures and practices appropriate to the nature of the PII, PHI and/or PCI, and protect the PII, PHI and/or PCI from unauthorized access, destruction, use, modification, or disclosure.

8. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. CONFIDENTIALITY

Consultant understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by the City. This information shall be held in confidence and used only in performance under this Agreement. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or trade secret information.

10. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant’s employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant’s employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant’s employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker’s compensation, retirement, or any other benefits whatsoever.

11. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, sexual orientation, gender identity, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, sexual orientation, gender identity, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

#### 12. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

#### 13. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

#### 14. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

#### 15. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable

work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 15. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 16. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 17. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date

established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

## 19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

## 20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WEST DES MOINES

BY: \_\_\_\_\_  
Badih Delati, President

BY: \_\_\_\_\_

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:**

**DATE: September 07, 2021**

Motion – Approve the Professional Services Agreement with Tello ITS Solutions, LLC.

**FINANCIAL IMPACT:** Financial Impact: Maximum expenditure of \$97,760 each year. Payment will be from General Fund account # 100.650.655.5250.460: ITS Admin Contractual Services Miscellaneous. This contract will renew annually.

**BACKGROUND:** Roberto Tello has provided information technology services to the City for over a year. Roberto previously contracted through TEK Systems and is transitioning his services to his own company. This funding is already approved in the 2021 – 2022 budget and this request is to formalize a contract with Tello ITS Solutions, LLC.

**OUTSTANDING ISSUES** (if any): NA

**RECOMMENDATION:** Motion – Approve the Professional Services Agreement with Tello ITS Solutions, LLC for September 2021 through September 2022.

**Lead Staff Member:** Joe Menke, IT Director

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	JP

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Tello ITS Solutions, LLC, a limited liability company incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE SERVICES AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE SERVICES AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Consultant agrees to perform Help Desk and Desktop Support services including but not limited to tasks necessary to complete the Services, complete future project work that will be specified throughout the year, and will have specific goals to meet for each fiscal year of employment. The parties will agree on an appropriate allocation of tasks between Consultant and City resources. Consultant is not required to provide hardware or software under terms of this Agreement.

### 2. TERM and HOURS OF SERVICES

- A. The initial term of this Agreement will be from the effective date until September 13, 2022. The Agreement may be renewed by mutual agreement of the parties.
- B. The estimated hours for services defined in this contract is 2080 hours as follows: 40 hours per week with the possibility of more depending on need. Hours in excess of these estimates will require the prior written approval of the City of West Des Moines IT Director.

### 3. COMPENSATION

- A. In consideration of the professional services provided herein, the City agrees to pay the Consultant a base salary of \$97,760, or at a rate of \$47.00 per hour. The City agrees to pay the Consultant the regular rate of \$70.50 per each additional hour above forty (40) hours for Services performed. Travel costs and seminar tuition will not be reimbursable expenses. The City will evaluate the Consultant's performance and bill rate on an annual basis. This contract does not in any way imply that the Consultant will receive an annual raise.
- B. From time to time, additional personnel may be needed on a temporary basis as authorized by the IT Director. Upon such occurrence, the parties will negotiate the hours and compensation for such additional personnel.

- C. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within thirty (30) days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.
- E. The technical skills necessary to support the City's information technology will be provided and financed by the Consultant's company. The City will not provide any formal, paid training for contractors.

#### 4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City and shall also provide evidence of the following additional coverage.
- B. **Comprehensive General Liability.** The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. **Automobile Liability.** The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

- D. **Professional Liability.** The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
  
- E. **Cyber Insurance.** The Consultant shall provide evidence of a cyber insurance policy in the limits of at least \$1,000,000 for each occurrence and \$1,000,000 in the aggregate to cover damages resulting from an information security incident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days' written notice registered mail, return receipt requested.
  
- F. **Workers' Compensation.** The Consultant shall provide evidence of a workers' compensation policy in the limits as required by applicable law or regulation. The policy shall include a waiver of subrogation endorsement in favor of the City of West Des Moines.
  
- G. **Crime Coverage.** The Consultant shall provide evidence of Crime coverage in the limit of at least \$250,000 to protect City from the Consultant or third party from committing any type of theft, fraud, or similar related activity.
  
- H. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines  
 Attn: Ryan Jacobson, City Clerk  
 Address: 4200 Mills Civic Parkway  
 West Des Moines, IA 50265

FOR THE CONSULTANT:

Name: Tello ITS, LLC  
 Attn: Roberto Tello  
 Address: 7399 SE 19<sup>th</sup> Ct  
 Des Moines IA 50320

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required

licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. COMPLIANCE WITH DATA PRIVACY STANDARDS FOR THE PROTECTION OF PII, PHI AND/OR PCI.

Consultant acknowledges that to the extent it maintains, acquires, discloses, uses, or has access to any Personally Identifiable Information (“PII”), as defined by state breach notification statutes, and/or any Protected Health Information (“PHI”), as defined by the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, or Payment Card Information (“PCI”), as defined by the Payment Card Industry Data Security Standards (“PCI DSS”), Consultant shall maintain reasonable security procedures and practices appropriate to the nature of the PII, PHI and/or PCI, and protect the PII, PHI and/or PCI from unauthorized access, destruction, use, modification, or disclosure.

8. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. CONFIDENTIALITY

Consultant understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by the City. This information shall be held in confidence and used only in performance under this Agreement. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or trade secret information.

10. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant’s employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant’s employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant’s employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker’s compensation, retirement, or any other benefits whatsoever.

11. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, sexual orientation, gender identity,

or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, sexual orientation, gender identity, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

## 12. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

## 13. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

## 14. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

## 15. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to

any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 15. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 16. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 17. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice

within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

## 19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

## 20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

## 21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WEST DES MOINES

BY: \_\_\_\_\_  
Roberto Tello, President

BY: \_\_\_\_\_

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:** Motion – Approve a Memorandum of Understanding and Cost Reimbursement Agreement between the City of West Des Moines Police Department and Federal Bureau of Investigation for a Part-Time employee to participate in National Joint Terrorism Task Force and Joint Terrorism Task Forces.

**FINANCIAL IMPACT:** No anticipated expenses. Potential for cost reimbursement depending on case work based on the Cost Reimbursement Agreement.

**BACKGROUND:** West Des Moines Police Department (Police Department) and the Federal Bureau of Investigation (FBI) have met to discuss the Police Department’s participation in National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTF) initiatives. In several cases worked by the FBI, contacts are being made with residents of West Des Moines. To ensure collaborative efforts to deter, defeat and respond to any terrorist activity, the Police Department believes the placement of a part-time task force member at the FBI will enhance the collaborative effort.

The Police Department will use one Support Service Officer from Investigations to participate as the department representative. The Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of the employee(s) of the Police Department to the FBI supervisor of JTTFs in Iowa. Included with the MOU is the FBI Joint Terrorism Task Force Cost Reimbursement Agreement (CRA).

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Motion directing the Chief of Police to sign the MOU and CRA between the City of West Des Moines Police Department and Federal Bureau of Investigations for a Part Time Task Force Officer of the West Des Moines Police Department to participate with the FBI NJTTF and JTTF initiatives.

**Lead Staff Member:** Chris Scott, Police Chief

Department Director	
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Date(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	None		
Date Reviewed			
Recommendation	Yes	No	Split

**JOINT TERRORISM TASK FORCE**

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

WEST DES MOINES POLICE DEPARTMENT  
("Participating Agency")

**PREAMBLE**

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead domestic agency for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

**FOR OFFICIAL USE ONLY**

I. PURPOSE

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agencies in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

II. MISSION

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

III. AUTHORITY

Pursuant to 28 U.S.C. ' 533, 28 C.F.R. ' 0.85, Executive Order 12333, as amended, National Security Presidential Directive (NSPD) 46/ Homeland Security Presidential Directive (HSPD) 15 and Annex II thereto, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

**FOR OFFICIAL USE ONLY**

**IV. CONTROLLING DOCUMENTS**

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General Guidelines for Domestic FBI Operations;
  2. Attorney General Guidelines on Federal Bureau of Investigation Undercover Operations;
  3. Attorney General Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
  4. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
  5. Attorney General Guidelines Regarding the Use of Confidential Informants;
  6. Attorney General Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
  7. Attorney General Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
  8. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

**FOR OFFICIAL USE ONLY**

V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE

A. MEMBERS

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above-stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency's headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the

## **FOR OFFICIAL USE ONLY**

Participating Agency may provide for overtime reimbursement by the FBI by separate written agreement.

5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI.

### **C. PHYSICAL LOCATION AND SUPPORT:**

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

**FOR OFFICIAL USE ONLY**

**VI. SECURITY PROGRAM**

**A. CLEARANCES**

1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one (including FBI employees) will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary "need-to-know." Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI's Security Division. Pursuant to federal law, all JTTF members, including FBI employees, are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer's security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. All members of the JTTF, TFOs and FBI personnel alike, have a duty to handle information related to official JTTF business appropriately. Specifically, the sharing of information with non-JTTF members must comply with any and all dissemination restrictions, such as classified information, grand jury information, foreign government information, and originator controlled (ORCON) information. An FBI SSA or higher must review and approve the sharing of all official JTTF business information

## **FOR OFFICIAL USE ONLY**

to ensure compliance with any such dissemination restrictions and to identify any other sensitivities that require restrictions on sharing.

TFOs are encouraged to leverage their position on the JTTF to stay abreast of threat information in their area of jurisdiction. TFOs may share threat information, including oral statements and briefings, with their home agency as long as the official with whom the TFO shares the information possesses the appropriate security clearance and the dissemination of the information is cleared by an FBI SSA. The FBI SSA is responsible to ensure that there are no dissemination restrictions or other sensitivities that require additional steps be taken before the information is disseminated.

5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counterintelligence-focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.
6. All JTTF members must agree to submit to counterintelligence-focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

### **B. RESTRICTIONS ON ELECTRONIC EQUIPMENT**

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally-owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDs, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security

## **FOR OFFICIAL USE ONLY**

Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

### **VII. DEPUTATION**

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not: (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

### **VIII. STAFFING COMMITMENT**

- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

**FOR OFFICIAL USE ONLY**

**IX. RECORDS, REPORTS AND INFORMATION SHARING**

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.
- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

**X. COORDINATION**

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the

## **FOR OFFICIAL USE ONLY**

Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTFs.

- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

### **XI. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

### **XII. TRAVEL**

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTFs. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTFs to conduct investigations outside of the JTTF's assigned territory.

### **XIII. VEHICLES AND EQUIPMENT**

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must

## FOR OFFICIAL USE ONLY

only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.

- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.
- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member's assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

### XIV. FORFEITURE

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

### XV. HUMAN SOURCES

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General's and the FBI's guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.

## **FOR OFFICIAL USE ONLY**

- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

### **XVI. MEDICAL**

A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. '3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

### **XVII. TRAINING**

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

### **XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

Members of the JTTF will follow their own agency's policy concerning use of deadly force.

**FOR OFFICIAL USE ONLY**

**XIX. DEPARTMENT OF DEFENSE COMPONENTS**

The Posse Comitatus Act, 18 U.S.C. ' 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

**XX. MEDIA**

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

**XXI. LIABILITY**

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

**FOR OFFICIAL USE ONLY**

**A. COMMON LAW TORT CLAIMS**

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. ' 1346(b), and 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an employee of the U.S. government, as defined at 28 U.S.C. ' 2671. See 5 U.S.C. ' 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. ' 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. ' 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. ' 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.
4. If the Attorney General declines to certify that an employee was acting within the scope of employment, the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment. 28 U.S.C. ' 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

**FOR OFFICIAL USE ONLY**

**B. CONSTITUTIONAL CLAIMS**

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. ' 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. ' ' 50.15, 50.16.
4. An employee may be provided representation when the actions for which representation is requested reasonably appears to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States. 28 C.F.R. ' 50.15(a).
5. A JTTF member's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. ' 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. ' 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. ' 50.15(a).

**FOR OFFICIAL USE ONLY**

7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

**C. EXPRESS RESERVATIONS**

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

**XXII. DURATION**

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

**FOR OFFICIAL USE ONLY**

**XXIII. AMENDMENTS**

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

**SIGNATORIES:**

\_\_\_\_\_  
Chief of Police  
West Des Moines Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Special Agent in Charge  
Omaha Division  
Federal Bureau of Investigation

Date: \_\_\_\_\_

For Official Use Only

**FEDERAL BUREAU OF INVESTIGATION  
JOINT TERRORISM TASK FORCE  
Cost Reimbursement Agreement**

**JTTF File No.: 415-OM-C2203787**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized CENTRAL IOWA Task Force (JTTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and West Des Moines Police Department (WDMPD), located at 250 Mills Civic Pkwy, West Des Moines, IA 50265, Taxpayer Identification Number: [42-6005359], and Telephone Number: 515-222-3320, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI JTTF Memorandum of Understanding (MOU) signed by the Chief of Police of WDMPD and must be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse WDMPD for overtime payments made to officers assigned to and working full time on JTTF related matters.

3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Omaha Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at WDMPD to the FBI JTTF Squad Supervisor and FBI Omaha Special Agent in Charge for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to WDMPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, WDMPD must establish an account online in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of WDMPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Omaha Financial Manager.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify WDMPD of the applicable annual limits prior to October 1st of each year.

6. The number of WDMPD officers assigned full-time to the JTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the JTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

For Official Use Only

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

For Official Use Only

7. Prior to submission of any overtime reimbursement requests, WDMPD must prepare an official document setting forth the identity of each officer assigned full-time to the JTTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the Omaha Field Office for FBI review and approval.

8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at WDMPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the JTTF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of WDMPD's participation on the JTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Chief of Police  
West Des Moines Police Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Financial Manager  
Federal Bureau of Investigation

Date: \_\_\_\_\_

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Motion – Approving Amendment No. 2 to Professional Services Agreement  
Miscellaneous Land Surveying Services  
Veenstra & Kimm, Inc.  
0030-028-2019

**FINANCIAL IMPACT:**

The original Professional Services Agreement included a maximum fee of \$20,000.00 for Basic Services of the Consultant and Amendment No. 1 increased the Basic Services of the Consultant by \$20,000.00. Amendment No. 2 increases the Basic Services of the Consultant by \$20,000.00. The new maximum not-to-exceed fee thus becomes \$60,000.00. Costs for these services will be charged to the appropriate capital or economic development project account.

**BACKGROUND:**

Veenstra & Kimm, Inc. is working under an existing Agreement dated December 2, 2019 to perform the professional services necessary for the Miscellaneous Land Surveying Services. The original agreement includes up to two (2) mutually agreed upon renewals. Amendment No. 2 will execute the second and final of those renewals.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for Miscellaneous Land Surveying Services.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

AMENDMENT No. 2  
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
WDM Project Number: 0030-028-2019  
Miscellaneous Land Surveying Services

This AMENDMENT made and entered into this 7<sup>th</sup> day of Sep., 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Veenstra & Kimm, Inc., (Fed. I.D. #42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows, hereby amends the original Agreement dated December 2, 2019:

1. SCOPE OF SERVICES

Services as described in the Agreement, Attachment 1, Scope of Services are amended as follows:

No Change.

2. SCHEDULE

The schedule as described in the Agreement, Attachment 2, Project Schedule are amended as follows:

No Change.

3. COMPENSATION

Compensation as described in Section 3.A of the Agreement, is amended as follows:

I. Basic Services of the Consultant (Original Agreement)	\$20,000.00
II. Basic Services of the Consultant (Amendment No. 1)	\$20,000.00
III. Basic Services of the Consultant (Amendment No. 2)	<u>\$20,000.00</u>
	\$60,000.00

Attachment 3, Schedule of Fees is amended as follows:

Replace Attachment 3A with Attachment 3B.

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CONSULTANT

CITY OF WEST DES MOINES

BY: 

BY: \_\_\_\_\_

Ryan T. Jacobson, City Clerk

Exhibit 3B

VEENSTRA & KIMM, INC.  
HOURLY RATES BY EMPLOYEE CLASSIFICATION  
(Effective July 2021)

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I .....	180.00
Client Services V .....	70.00
Funding Specialist.....	110.00
Engineer I-A.....	186.00
Engineer I-B.....	176.00
Engineer I-C.....	167.00
Engineer I-D.....	160.00
Engineer II-A.....	152.00
Engineer II-B.....	143.00
Engineer III-A.....	134.00
Engineer III-B.....	128.00
Engineer III-C.....	125.00
Engineer IV .....	121.00
Engineer V.....	113.00
Engineer VI.....	106.00
Engineer VII.....	101.00
Engineer VIII.....	98.00
Engineer IX .....	91.00
Engineer X.....	83.00
Engineer XI .....	75.00
Engineer XII .....	67.00
Design Technician I .....	107.00
Design Technician II .....	96.00
Architect.....	114.00
Planner I .....	117.00
Planner II .....	78.00
Planner III .....	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II.....	94.00
Drafter III.....	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00
Clerical I.....	79.00
Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV .....	53.00
Clerical V .....	44.00
Construction Manager.....	180.00
Surveyor I .....	127.00
Surveyor II .....	112.00
Technician I .....	93.00
Technician II .....	86.00
Technician III .....	79.00

Technician IV .....	77.00
Technician V .....	71.00
Technician VI .....	65.00
Technician VII .....	54.00
Technician VIII .....	47.00
Technician IX .....	39.00
Building Inspector I .....	178.00
Building Inspector I-A .....	119.00
Building Inspector II .....	94.00
Building Inspector III .....	75.00

**REIMBURSABLES AND EQUIPMENT RATES**

Robotics .....	35.00
GPS .....	35.00
Leica Total Station .....	25.00
Total Station Robotics .....	20.00
Tablet .....	45.00
Fluoroscope .....	50.00
4-Wheeler .....	50.00
Drone .....	75.00
Mileage .....	IRS Rate

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** September 7, 2021

**ITEM:** Motion – Approval of Professional Services Agreement Amendment #3 – Sugar Creek Greenway Trail Phase 1

**FINANCIAL IMPACT:** Expense of \$13,000.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the Sugar Creek Greenway Trail (Project No. 0510 034 2018).

**BACKGROUND:** The original agreement with Snyder & Associates was approved on 9/3/19 in the amount of \$110,200.00 for basic services related to the preparation of construction documents for the Sugar Creek Trail (Phase 1 from Stagecoach Dr to Booneville Road). That scope included preparation of construction documents for this trail segment, as well as a pedestrian bridge across Sugar Creek with connection to Woodland Hills Park. Amendment #1 was approved on 5/18/20 in the amount of \$23,000.00 for additional survey tasks (preparation of easement plats, additional staking of property lines, additional topographic survey), geotechnical tasks (additional time for soil borings), and final plan modifications. Amendment #2 was approved on 8/3/20 in the amount of \$86,000 to include construction phase services including construction administration and observation on the trail, bridge, and culvert. The proposed Amendment #3 is to cover supplemental work to extend the construction phase services through the assumed 100 working days. The agreement with Snyder & Associates is attached along with their scope of services, schedule and fees.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the Agreement Amendment #3 with Snyder & Associates.

**Lead Staff Member:** David Sadler, Superintendent of Parks *DS*

**STAFF REVIEWS**

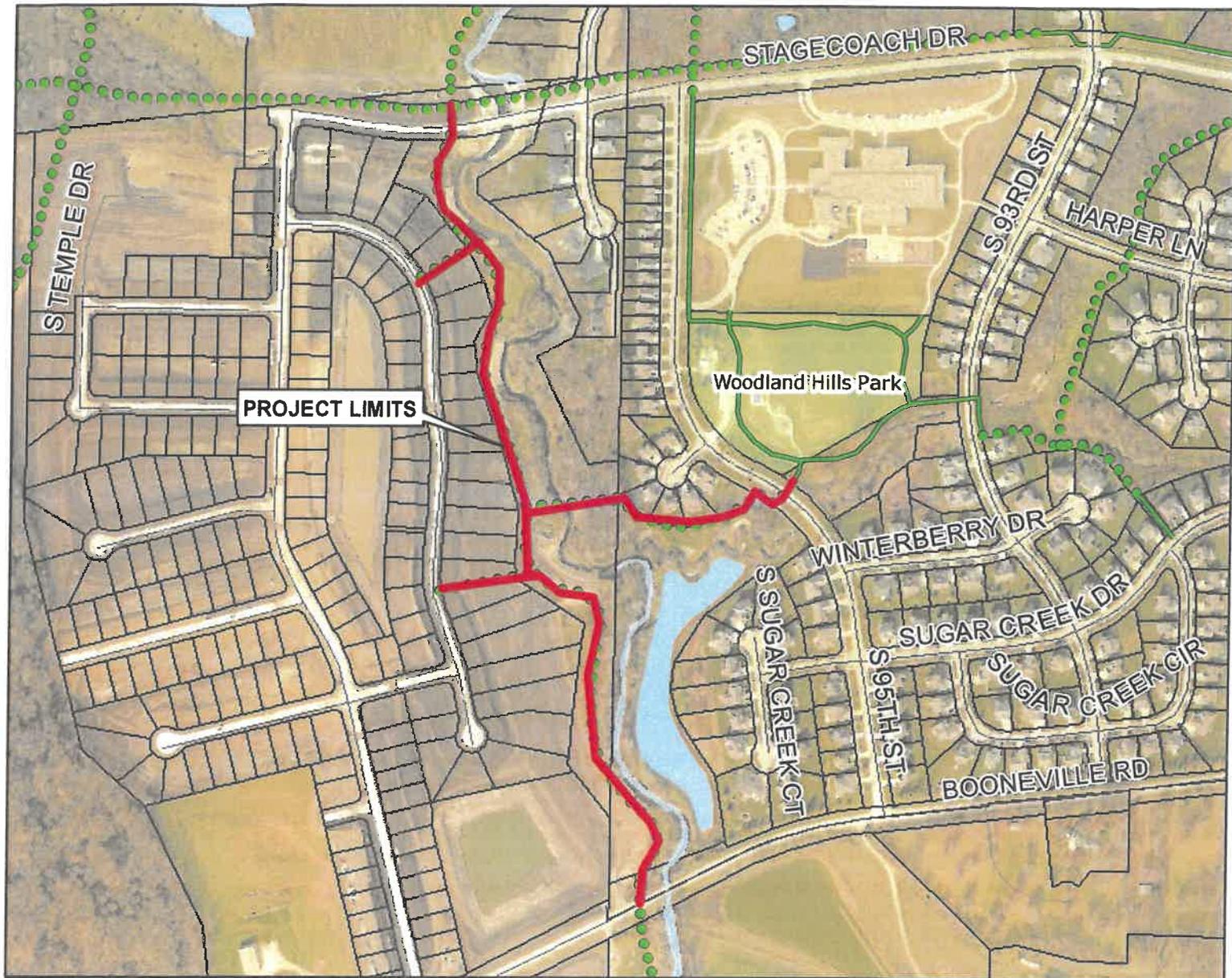
Department Director	Sally Orgies, Director of Parks & Recreation <i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>AS</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



**VICINITY MAP**

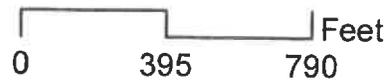


**LEGEND**

●●●●● Proposed Trails

— Existing Trail

Park & Greenway



PROJECT:	<b>SUGAR CREEK GREENWAY TRAIL - PHASE 1</b>		
LOCATION:	<b>SUGAR CREEK BETWEEN STAGECOACH DR &amp; BOONEVILLE RD</b>		
DRAWN BY:	MAA	DATE:	7/29/2020
PROJECT NO.:		SHT.	1 of 1

AMENDMENT No. 3  
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
WDM Project # 0510-034-2018  
SUGAR CREEK GREENWAY TRAIL PHASE 1

This AMENDMENT made and entered into this 7<sup>th</sup> day of September, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Snyder & Associates, Inc., (Fed. I.D. #42-1379015), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows, hereby amends the original Agreement dated 19<sup>th</sup> August, 2019:

1. SCOPE OF SERVICES

Services as described in the Agreement for the **Sugar Creek Greenway Trail Phase 1- Stagecoach Dr to Booneville Rd (Project No. 0510 034 2018)**, Attachment 1 Scope of Services are amended as follows:

- I. Basic Services of the Consultant – no additional services requested
- II. Construction Phase Services of the Consultant - Add services as listed in Exhibit A.

2. SCHEDULE

The schedule as described in the Agreement, Attachment 4 Project Schedule is not amended.

3. COMPENSATION

In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement, Exhibit A.

<u>Task No.</u>	<u>Task Description</u>	<u>Original Fee</u>	<u>Amendment #1 &amp; 2</u>	<u>Amendment #3</u>	<u>Total Fee</u>
I	Basic Services of the Consultant	\$ 110,200.00	\$23,000.00 (#1)	No changes with this amendment	\$133,200.00
II	Construction Phase Services	\$ --- ---	\$ 86,000.00 (#2)	\$13,000.00	\$99,000.00
	Total	\$ 110,200.00	\$109,000.00	\$13,000.00	\$232,200.00

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CONSULTANT

CITY OF WEST DES MOINES

BY:   
David N. Moeller, President

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**EXHIBIT A****SUGAR CREEK GREENWAY TRAIL, PHASE 1 - CONSTRUCTION PHASE SERVICES  
SUPPLEMENTAL**

CITY OF WEST DES MOINES, IOWA

CITY: MR. MARCO ALVAREZ  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IOWA 50265

CONSULTANT: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

DATE: August 17, 2021

**PROJECT DESCRIPTION**

This supplemental scope of work is to extend the prior construction phase services through the end of the project due to the project extending beyond the assumed 100 working days. As of the end of July, the project was over 140 working days.

Remaining work is anticipated to include:

- Follow up on punch list items
- Up to two additional change orders
- Up to two additional pay applications
- As-built drawings
- Geotechnical services (services previously provided, but not yet invoiced).

Construction observation services are not needed past August 10, 2021.

The fee for the additional services is estimated at \$13,000.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Adopting Regular Schedule of Council Meetings for 2022

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Attached is a resolution and a listing of the proposed Council meeting dates for 2022. The first meeting of the year is scheduled on Monday, January 3, 2022. The remaining meetings for 2022 fall on the first and third Mondays of each month, with the exception of Tuesday, January 18, Tuesday, July 5, and Tuesday, September 6, which are scheduled one day later due to holidays falling on those Mondays. All meetings are scheduled to begin at 5:30 p.m.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Approval of the Resolution and attached meeting date schedule adopting City Council meetings for 2022.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk  \_\_\_\_\_

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

**RESOLUTION**

**A RESOLUTION ADOPTING A SCHEDULE OF REGULAR COUNCIL MEETINGS FOR THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, FOR THE CALENDAR YEAR 2022.**

**WHEREAS**, various sections of State law and City ordinances govern the rules and procedures for municipal government, and;

**WHEREAS**, the City Ordinance, Title 1, Chapter 3, Mayor and Council has been amended to allow for the adoption of a schedule of regular council meetings, and;

**WHEREAS**, the Mayor and Council have directed City staff to provide a schedule of dates following their direction that the first and third Monday of each month be indicated unless a national holiday falls on that Monday.

**NOW THEREFORE, BE IT RESOLVED** that the attached schedule of regular Council meetings be adopted with the provision that extenuating circumstances may cause this schedule to be amended.

**PASSED AND APPROVED** this 7th day of September, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, CMC  
City Clerk

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETINGS**  
(all meetings begin at 5:30 p.m.)

**2022**

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approving Interfund Transfers

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:** Effective April 13, 2019, an update to the Iowa Administrative Rules Code 545-2 now requires greater disclosures for all interfund transfers including the amount, purpose, and originating and receiving fund. The Finance Department continually reviews the status of the City's General, Road Use Tax, Tax Increment Financing, Capital Project, Debt Service, Local Option Sales Tax and Enterprise Funds.

The City of West Des Moines did adopt transfer amounts in the FY 2020-2021 Budget and Exhibit A represents transfers to be authorized as of June 30, 2021.

**RECOMMENDATION:** Approval of Resolution Authorizing Transfer of Funds.

**Lead Staff Member:** Lesley Montgomery, Accounting Manager

**STAFF REVIEWS**

Department Director	Tim Stiles
Appropriations/Finance	
Legal	
Agenda Acceptance	GA

**PUBLICATION(S)** (if applicable)

Published In	Not required
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed	N/A		
Recommendation	Yes	No	Split

## RESOLUTION AUTHORIZING TRANSFER OF FUNDS

**WHEREAS**, the City of West Des Moines did adopt transfer amounts in the FY 2020-2021 Budget; and

**WHEREAS**, Exhibit A represents the transfers to be authorized at this time.

**THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, IOWA**, that the Accounting Manager be instructed to transfer the appropriate amounts to each fund for the purpose stated in Exhibit A attached.

**PASSED AND APPROVED** this 7<sup>th</sup> day of September, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

## EXHIBIT A

	<b>From</b>	<b>Fund #</b>	<b>To</b>	<b>Fund #</b>	<b>Amount</b>	<b>Purpose</b>
1	Housing Solutions	466	General	100	\$741.10	Reimburse General Fund for Admin expenses incurred with Rapid Rehousing FY21
2	Westtown 4125 TIF District	312	Debt Service	200	\$.72	Close inactive TIF district
3	Employee Benefits	495	General	100	\$329,120.78	Distribute FY21 levied amount to the general fund – by State Code these must be receipted into separate fund
4	Emergency Tax Levy	190	General	100	\$1,527,311.47	Distribute FY21 levied amount to the general fund – by State Code these must be receipted into separate fund
5	Hotel/Motel	160	General	100	\$1,030.00	FY21 Hotel Motel Allocation-Sister Cities, CC 03.02.20, 03.15.21
6	Hotel/Motel	160	General	100	\$3,189.27	FY21 Hotel Motel Allocation-Human Rights MLK, CC 03.02.20, 03.15.21
7	Hotel/Motel	160	General	100	\$138,803.93	FY21 Hotel Motel Allocation-WDM Magazine, CC 03.02.20, 03.15.21
8	Police Gift Trust	407	Youth Justice Initiative	408	\$57,974.68	Establish new fund as of 7/1/21, unspent dollars from FY21
9	General	100	Youth Justice Initiative	408	\$99,526.32	Establish new fund as of 7/1/21, unspent dollars from FY21
10	Sewer Fee Dist – South	615	Sewer Fund	600	\$414,263.03	Reimburse for project expenses incurred in FY21 and prior
11	Sewer Fee Dist – Raccoon River	617	Sewer Fund	600	\$403,128.30	Reimburse for project expenses incurred in FY21 and prior
12	Sewer Fee Dist – Grand West	620	Sewer Fund	600	\$1,765,414.07	Reimburse for project expenses incurred in FY21 and prior
13	LOSST-Property Tax Reduction	490	General	100	\$7,247,000.00	FY21 Budgeted LOSST Property Tax Reduction – 50% of Dallas, Polk, and Warren County revenues

14	LOSST-City Uses	491	Police & Fire Retirement	400	\$193,671.00	FY21 Budgeted LOSST Fire & Police pension expenses
15	LOSST-City Uses	491	General	100	\$940,812.00	FY21 Budgeted LOSST Fire & Police salary expenses
16	Metro Home Improvement	115	General	100	\$33,562.80	Reimburse General Fund for FY21 Admin Fee
17	Woodland Hills TIF	352	Woodland Hills LMI TIF District	353	\$1,231,911.27	38% of TIF revenues collected in FY21
18	EMS Alliance	130	General	100	\$640,107.00	Reimburse General Fund for FY21 Admin Fee per indirect cost allocation report
19	Westpet	119	General	100	\$111,334.00	Reimburse General Fund for FY21 Admin Fee per indirect cost allocation report
20	LOSST-City Uses	491	General	100	\$44,768.51	Reimburse for project expenses incurred in FY21
21	Road Use Tax	300	Capital Projects	500	\$13,817,813.88	Reimburse for project expenses incurred in FY21
22	Capital Projects-2019E	528	Road Use Tax	300	\$324,443.89	Reimburse for project expenses incurred in FY19/20 incorrectly allocated to RUT
23	Capital Projects-2018D	522	Capital Projects-2018E	523	\$367,614.89	Reimburse for project expenses incurred in FY21
24	General	100	Capital Projects	500	\$1,162,001.29	Reimburse for project expenses incurred in FY21
25	LOSST-City Uses	491	Capital Projects	500	\$2,409,453.76	Reimburse for project expenses incurred in FY21
26	Capital Projects-2016B	511	Capital Projects	500	\$209,012.97	Reimburse for project expenses incurred in FY21
27	Capital Projects-2016B	511	General	100	\$871.00	Reimburse for project expenses incurred in FY21
28	Capital Projects-2016D	513	Capital Projects	500	\$5,669,089.38	Reimburse for project expenses incurred in FY21
29	Capital Projects-2017B	515	Capital Projects	500	\$35,210.00	Reimburse for project expenses incurred in FY21

30	Capital Projects-2018A	519	General	100	\$4,376.21	Reimburse for project expenses incurred in FY21
31	Capital Projects-2018A	519	Capital Projects	500	\$4,297,488.23	Reimburse for project expenses incurred in FY21
32	Capital Projects-2018B	520	Capital Projects	500	\$169,948.84	Reimburse for project expenses incurred in FY21
33	Capital Projects-2018C	521	Capital Projects	500	\$85,768.71	Reimburse for project expenses incurred in FY21
34	Capital Projects-2018D	522	Capital Projects	500	\$1,740,252.58	Reimburse for project expenses incurred in FY21
35	Capital Projects-2018D	522	General	100	\$450.00	Reimburse for project expenses incurred in FY21
36	Capital Projects-2019B	525	Capital Projects	500	\$490,029.38	Reimburse for project expenses incurred in FY21
37	Capital Projects-2019D	527	Capital Projects	500	\$1,024,651.62	Reimburse for project expenses incurred in FY21
38	Capital Projects-2019E	528	Capital Projects	500	\$3,453,908.20	Reimburse for project expenses incurred in FY21
39	Capital Projects-2019E	528	Stormwater Capital Projects	660	\$576,748.76	Reimburse for project expenses incurred in FY21
40	Capital Projects-2020A	529	Capital Projects	500	\$14,080.00	Reimburse for project expenses incurred in FY21
41	Capital Projects-2020B	530	Capital Projects	500	\$2,289,953.99	Reimburse for project expenses incurred in FY21
42	Sewer Fund	600	Sewer Capital Projects	640	\$5,136,868.54	Reimburse for project expenses incurred in FY21
43	Stormwater Fund	650	Stormwater Capital Projects	660	\$3,363,872.24	Reimburse for project expenses incurred in FY21
44	Stormwater Fund	650	Sewer Fund	600	\$3,201.92	Reimburse for project expenses incurred in FY21

## **EXHIBIT A - Corrections**

46	General	100	Ponderosa TIF District	335	\$2,814.00	Correct FY20 transfer; TIF district was not activated as planned, Legal Expenses to be covered by General Fund
----	---------	-----	------------------------	-----	------------	--

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Resolution - Ordering Construction  
Grand Avenue – South Grand Prairie Parkway to South 115th Street

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for Grand Avenue – South Grand Prairie Parkway to South 115th Street is \$9,064,967.25. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Grand Prairie Parkway Urban Renewal Area TIF.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 29, 2021 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, October 4, 2021. The contract would be awarded on Monday, October 4, 2021 and work will begin shortly thereafter.

The project includes the construction of Grand Avenue from South Grand Prairie Parkway to South 115th Street as part of Microsoft's Ginger West development. Grand Avenue (minor arterial) is being constructed as three lanes on the eastern portion where the roadway crosses the proposed Johnson Creek bridge and ties into the South Grand Prairie Parkway intersection, but will only be two lanes on the western portion of the roadway. In order to provide water service and looping to the southern portion of the Microsoft Ginger West site, watermain will also be extended along South Grand Prairie Parkway as part of this project along with a meter pit near the South Grand Prairie Parkway bridge. The project will include grading, storm sewer, sanitary sewer, watermain, fiber conduit inter-connect (City's open access conduit network and Microsoft conduit), paving, multi-use trail, channel excavation, and other miscellaneous work. Work associated with the Grand Avenue Bridge over Johnson Creek will be bid separately upon successful receipt of permit approvals. Close coordination with Microsoft has already taken place and will continue. All watermain and fiber conduit shall be installed and operational by July 1, 2022. The remainder of the project is anticipated to be completed by November 1, 2022.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue – South Grand Prairie Parkway to South 115th Street.
- Fixing 2:00 p.m. on Wednesday, September 29, 2021 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	AS

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

**RESOLUTION ORDERING CONSTRUCTION AND NOTICE OF PUBLIC HEARING ON  
PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND  
DIRECTING ADVERTISEMENT FOR BIDS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
IOWA**, that the following described public improvement:

**Grand Avenue – South Grand Prairie Parkway to South 115th Street  
Project No. 0510-010-2021**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Snyder & Associates, Inc. of Ankeny, Iowa and now on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED**, that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of the City Clerk for public inspection.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, October 4, 2021, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 29, 2021.

**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, September 29, 2021 and the results of said bids shall be considered at a meeting of this Council on Monday, October 4, 2021 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this 7th day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

OPINION OF PROBABLE CONSTRUCTION COSTS



GRAND AVE - S. GRAND PRAIRIE PARKWAY TO  
 S. 115TH STREET  
 West Des Moines, Iowa  
 0510-010-2021

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>EARTHWORK</b>					
2.01	CLEARING AND GRUBBING	1	LS	\$ 40,000.00	\$ 40,000.00
2.02	TOPSOIL STRIP, SALVAGE, AND RESPREAD	47,300	CY	\$ 5.00	\$ 236,500.00
2.03	EXCAVATION, CLASS 10, ROADWAY AND BORROW	46,525	CY	\$ 4.00	\$ 186,100.00
2.04	EXCAVATION, CLASS 10, CONTRACTOR FURNISHED	137,550	CY	\$ 8.00	\$ 1,100,400.00
2.05	SUBGRADE PREPARATION, 12 INCH.	21,587	SY	\$ 4.00	\$ 86,348.00
2.06	MODIFIED SUBBASE, 6 INCH.	21,587	SY	\$ 10.00	\$ 215,870.00
2.07	SPECIAL BACKFILL	1,475	TON	\$ 30.00	\$ 44,250.00
2.08	REMOVAL OF EXISTING DEBRIS	1	LS	\$ 15,000.00	\$ 15,000.00
<b>SEWERS AND DRAINS</b>					
4.01	STORM SEWER, TRENCHED, 15"	1,113	LF	\$ 70.00	\$ 77,910.00
4.02	STORM SEWER, TRENCHED, 18"	616	LF	\$ 75.00	\$ 46,200.00
4.03	STORM SEWER, TRENCHED, 24"	915	LF	\$ 85.00	\$ 77,775.00
4.04	STORM SEWER, TRENCHED, 30"	1,224	LF	\$ 105.00	\$ 128,520.00
4.05	STORM SEWER, TRENCHED, 36"	946	LF	\$ 130.00	\$ 122,980.00
4.06	PIPE CULVERT, TRENCHED, CMP, 30"	36	LF	\$ 80.00	\$ 2,880.00
4.07	PIPE APRON W/ FOOTING AND APRON GUARD, CONCRETE, 18"	2	EA	\$ 3,000.00	\$ 6,000.00
4.08	PIPE APRON W/ FOOTING AND APRON GUARD, CONCRETE, 36"	1	EA	\$ 5,500.00	\$ 5,500.00
4.09	PIPE APRON, CMP, 30"	2	EA	\$ 1,100.00	\$ 2,200.00
4.10	SUBDRAIN, PVC, 6 INCH.	9,425	LF	\$ 18.00	\$ 169,650.00
4.11	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8"	72	EA	\$ 375.00	\$ 27,000.00
<b>WATER MAIN AND APPURTENANCES</b>					
5.01	WATER MAIN, TRENCHED, PVC, 12"	25	LF	\$ 50.00	\$ 1,250.00
5.02	WATER MAIN, TRENCHED, PVC, 16"	4,248	LF	\$ 90.00	\$ 382,320.00
5.03	WATER MAIN, TRENCHED, DIP, 16"	440	LF	\$ 110.00	\$ 48,400.00
5.04	FITTINGS, WATER MAIN	3,436	LB	\$ 10.00	\$ 34,360.00
5.05	VALVE, GATE, 16"	12	EA	\$ 7,000.00	\$ 84,000.00
5.06	FIRE HYDRANT ASSEMBLY	11	EA	\$ 6,500.00	\$ 71,500.00
<b>STRUCTURES FOR SANITARY AND STORM</b>					
6.01	MANHOLE, SW-401, 48"	1	EA	\$ 4,000.00	\$ 4,000.00
6.02	MANHOLE, SW-401, 60"	1	EA	\$ 6,000.00	\$ 6,000.00
6.03	MANHOLE, SW-401, 84"	1	EA	\$ 15,000.00	\$ 15,000.00
6.04	INTAKE, SW-501	8	EA	\$ 4,000.00	\$ 32,000.00
6.05	INTAKE, SW-503	7	EA	\$ 4,500.00	\$ 31,500.00
6.06	INTAKE, SW-503, MODIFIED	1	EA	\$ 5,000.00	\$ 5,000.00
6.07	INTAKE, SW-505	9	EA	\$ 5,000.00	\$ 45,000.00
6.08	INTAKE, SW-506	6	EA	\$ 7,200.00	\$ 43,200.00
6.09	INTAKE, SW-506, MODIFIED	3	EA	\$ 8,000.00	\$ 24,000.00
6.10	FIELD TILE, 12"	178	LF	\$ 60.00	\$ 10,680.00

OPINION OF PROBABLE CONSTRUCTION COSTS



GRAND AVE - S. GRAND PRAIRIE PARKWAY TO  
 S. 115TH STREET  
 West Des Moines, Iowa  
 0510-010-2021

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>STREETS AND RELATED WORK</b>					
7.01	PAVEMENT, PCC, 9 INCH., REINFORCED	16,425	SY	\$ 65.00	\$ 1,067,625.00
7.02	PAVEMENT, PCC, 10 INCH., REINFORCED	1,662	SY	\$ 80.00	\$ 132,960.00
7.03	SHARED USE PATH, PCC, REINFORCED, 6 IN.	4,810	SY	\$ 55.00	\$ 264,550.00
7.04	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	4,810	SY	\$ 40.00	\$ 192,400.00
7.05	DETECTABLE WARNINGS	26	SF	\$ 40.00	\$ 1,040.00
7.06	GRANULAR SURFACING	850	TON	\$ 30.00	\$ 25,500.00
7.07	GRANULAR SHOULDER	305	TON	\$ 25.00	\$ 7,625.00
7.08	TEMPORARY DETOUR PAVEMENT	3,699	SY	\$ 60.00	\$ 221,940.00
7.09	PAVEMENT REMOVAL	3,699	SY	\$ 18.00	\$ 66,582.00
7.10	DRIVEWAY PAVED, PCC, 7"	485	SY	\$ 80.00	\$ 38,800.00
<b>TRAFFIC CONTROL</b>					
8.01	PERMANENT ROAD CLOSURE, URBAN	1	LS	\$ 1,500.00	\$ 1,500.00
8.02	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 15,000.00	\$ 15,000.00
8.03	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	56.50	STA	\$ 100.00	\$ 5,650.00
8.04	PAINTED SYMBOLS AND LEGENDS, DURABLE	11	EA	\$ 125.00	\$ 1,375.00
<b>SITE WORK AND LANDSCAPING</b>					
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, RESCUE PLUS	35.4	ACRE	\$ 2,750.00	\$ 97,350.00
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	13.2	ACRE	\$ 2,500.00	\$ 33,000.00
9.03	EROSION CONTROL MULCHING, HYDROMULCHING	50.0	ACRE	\$ 1,500.00	\$ 75,000.00
9.04	WEEDING - CHEMICAL TREATMENT BROADLEAF	50.0	ACRE	\$ 200.00	\$ 10,000.00
9.05	SWPPP PREPARATION	1	LS	\$ 3,000.00	\$ 3,000.00
9.06	SWPPP MANAGEMENT	1	LS	\$ 5,000.00	\$ 5,000.00
9.07	FILTER SOCK, 9 INCH.	11,257	LF	\$ 3.00	\$ 33,771.00
9.08	REMOVAL OF FILTER SOCK, 9 INCH.	11,257	LF	\$ 1.00	\$ 11,257.00
9.09	TEMPORARY RECP, TYPE 2C	4,500	SY	\$ 3.00	\$ 13,500.00
9.10	REVTMENT, CLASS E	7,500	TON	\$ 65.00	\$ 487,500.00
9.11	SILT FENCE	18,500	LF	\$ 2.00	\$ 37,000.00
9.12	REMOVAL OF SILT FENCE	18,500	LF	\$ 1.00	\$ 18,500.00
9.13	INLET PROTECTION DEVICE, INSTALL AND REMOVAL, SEDIMENT BASKET	40	EA	\$ 200.00	\$ 8,000.00
9.14	INLET PROTECTION DEVICE, MAINTENANCE	68	EA	\$ 30.00	\$ 2,040.00
9.15	FLEX-A-MAT	245	SQ	\$ 150.00	\$ 36,750.00
<b>MISCELLANEOUS</b>					
11.01	CONSTRUCTION SURVEY	1	LS	\$ 65,000.00	\$ 65,000.00
11.02	CONCRETE WASHOUT	1	LS	\$ 20,000.00	\$ 20,000.00

OPINION OF PROBABLE CONSTRUCTION COSTS



GRAND AVE - S. GRAND PRAIRIE PARKWAY TO  
 S. 115TH STREET  
 West Des Moines, Iowa  
 0510-010-2021

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>FIBER CONDUIT INTER-CONNECT (MS)</b>					
13.01	PORTLAND CEMENT CONCRETE (PCC) VAULT (4'X6'X7'), FURNISH AND INSTALL	1	EA	\$ 12,000.00	\$ 12,000.00
13.02	HANDHOLE (2.5'X4'X4'), FURNISH AND INSTALL	2	EA	\$ 3,500.00	\$ 7,000.00
13.03	CONDUIT, FURNISH AND INSTALL, SDR 11 HDPE, 4 IN. DIA., DUCT BANK, DIRECTIONAL DRILLED	2,466	LF	\$ 31.00	\$ 76,446.00
13.04	CONDUIT PATHWAY, FURNISH AND INSTALL, 7-WAY MULTI-DUCT, INSTALLED-IN-PLACE	2,531	LF	\$ 5.25	\$ 13,287.75
13.05	TEST STATION/FIBER OPTIC LINE MARKER COMBINATION, ABOVE GRADE, FURNISH AND INSTALL	1	EA	\$ 300.00	\$ 300.00
13.06	FIBER CONDUIT/STRUCTURES AS-BUILT DOCUMENTATION (MS)	1	LS	\$ 1,250.00	\$ 1,250.00
13.07	CONDUIT AND TRACER WIRE ACCEPTANCE TESTING (MS)	1	LS	\$ 1,500.00	\$ 1,500.00
13.08	CONSTRUCTION SURVEY - FIBER CONDUIT INTER-CONNECT (MS)	1	LS	\$ 1,750.00	\$ 1,750.00
<b>FIBER CONDUIT INTER-CONNECT (CITY)</b>					
14.01	CITY-PROVIDED VAULT, INSTALL ONLY, LARGE ROUND (IAP)	5	EA	\$ 1,500.00	\$ 7,500.00
14.02	CONDUIT, FURNISH AND INSTALL, SDR 13.5 HDPE, 1 IN. DIA., BLUE WITH BLACK STRIPE, DUCT BANK, DIRECTIONAL DRILED	9,252	LF	\$ 11.00	\$ 101,772.00
14.03	CONDUIT PATHWAY, FURNISH AND INSTALL, 7-WAY MULTI-DUCT, DUCT BANK, DIRECTIONAL DRILLED	4,631	LF	\$ 13.50	\$ 62,518.50
14.04	TEST STATION, BELOW GRADE, FURNISH AND INSTALL	5	EA	\$ 500.00	\$ 2,500.00
14.05	FIBER CONDUIT/STRUCTURES AS-BUILT DOCUMENTATION (CITY)	1	LS	\$ 1,250.00	\$ 1,250.00
14.06	CONDUIT AND TRACER WIRE ACCEPTANCE TESTING (CITY)	1	LS	\$ 1,500.00	\$ 1,500.00
14.07	CONSTRUCTION SURVEY - FIBER CONDUIT INTER-CONNECT (CITY)	1	LS	\$ 1,750.00	\$ 1,750.00
<b>S. GRAND PRAIRIE PARKWAY - METER PIT</b>					
15.01	TRENCH FOUNDATION	10	TON	\$ 50.00	\$ 500.00
15.02	IMPORTED BACKFILL	40	TON	\$ 25.00	\$ 1,000.00
15.03	WATER MAIN, TRENCHED, DI, CLASS 52, 12"	80	LF	\$ 130.00	\$ 10,400.00
15.04	WATER MAIN, TRENCHED, DI, CLASS 52, 8"	20	LF	\$ 120.00	\$ 2,400.00
15.05	WATER MAIN, TRENCHED, DI, CLASS 52, 4"	10	LF	\$ 110.00	\$ 1,100.00
15.06	FITTING, BEND, 12"	2	EA	\$ 1,500.00	\$ 3,000.00

OPINION OF PROBABLE CONSTRUCTION COSTS



GRAND AVE - S. GRAND PRAIRIE PARKWAY TO  
 S. 115TH STREET  
 West Des Moines, Iowa  
 0510-010-2021

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
15.07	FITTING, REDUCER, 12"X8"	2	EA	\$ 1,100.00	\$ 2,200.00
15.08	FITTING, DISMANTLING JOINT, 8"	1	EA	\$ 500.00	\$ 500.00
15.09	FITTING, TEE, 12"X4"	1	EA	\$ 900.00	\$ 900.00
15.10	TAPPING VALVE ASSEMBLY, 24"X12"	2	EA	\$ 16,000.00	\$ 32,000.00
15.11	GATE VALVE, 4"	1	EA	\$ 1,300.00	\$ 1,300.00
15.12	ISOLATION VALVE, 4"	1	EA	\$ 800.00	\$ 800.00
15.13	MANHOLE, SW-401, 72"	1	EA	\$ 13,000.00	\$ 13,000.00
15.14	8" PCC SLAB	1	LS	\$ 2,500.00	\$ 2,500.00
15.15	ELECTROMAGNETIC FLOW SENSOR	1	EA	\$ 9,500.00	\$ 9,500.00
15.16	ELECTRICAL	1	LS	\$ 8,000.00	\$ 8,000.00
15.17	CONTROLS/INTEGRATION	1	LS	\$ 14,000.00	\$ 14,000.00
15.18	MECHANICAL	1	LS	\$ 4,000.00	\$ 4,000.00
15.19	ALUMINUM TOWER STRUCTURAL FOUNDATION	1	LS	\$ 7,500.00	\$ 7,500.00
15.20	CONVENTIONAL SEEDING, TYPE 2	0.1	AC	\$ 15,000.00	\$ 1,500.00
	<b>S. GRAND PRAIRIE PARKWAY - WATER MAIN</b>				
16.01	REMOVAL OF WATER MAIN	1,008	LF	\$ 15.00	\$ 15,120.00
16.02	WATER MAIN, TRENCHED, RESTRAINED JOINT, 16"	160	LF	\$ 150.00	\$ 24,000.00
16.03	WATER MAIN, TRENCHED, UNRESTRAINED, 24"	1,729	LF	\$ 250.00	\$ 432,250.00
16.04	WATER MAIN, TRENCHED, RESTRAINED JOINT, 24"	327	LF	\$ 350.00	\$ 114,450.00
16.05	WATER MAIN, TRENCHED, RESTRAINED JOINT, DIP, C151, CLASS 52, 16 IN.	34	LF	\$ 200.00	\$ 6,800.00
16.06	WATER MAIN, TRENCHED, RESTRAINED JOINT, DIP, C151, CLASS 52, 24 IN.	15	LF	\$ 350.00	\$ 5,250.00
16.07	WATER MAIN W/CASING PIPE, TRENCHLESS, RESTRAINED, 24 IN.	315	LF	\$ 550.00	\$ 173,250.00
16.08	WATER MAIN FITTINGS	10,605	LB	\$ 9.00	\$ 95,445.00
16.09	VALVE, GATE, 16 IN.	3	EA	\$ 8,500.00	\$ 25,500.00
16.10	VALVE, GATE, 24 IN.	6	EA	\$ 22,000.00	\$ 132,000.00
16.11	FIRE HYDRANT ASSEMBLY	5	EA	\$ 6,500.00	\$ 32,500.00
16.12	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	1	EA	\$ 1,500.00	\$ 1,500.00
16.13	VALVE REMOVAL	3	EA	\$ 400.00	\$ 1,200.00
16.14	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 4 (URBAN TEMP. MIX.)	2	ACRE	\$ 3,500.00	\$ 7,000.00
16.15	SILT FENCE, INSTALLATION	5,000	LF	\$ 2.50	\$ 12,500.00
16.16	SILT FENCE, REMOVAL OF SEDIMENT	400	LF	\$ 0.10	\$ 40.00
16.17	SILT FENCE, REMOVAL OF DEVICE	5,000	LF	\$ 0.10	\$ 500.00
16.18	EROSION CONTROL MULCHING, CONVENTIONAL MULCH	2	ACRE	\$ 750.00	\$ 1,500.00

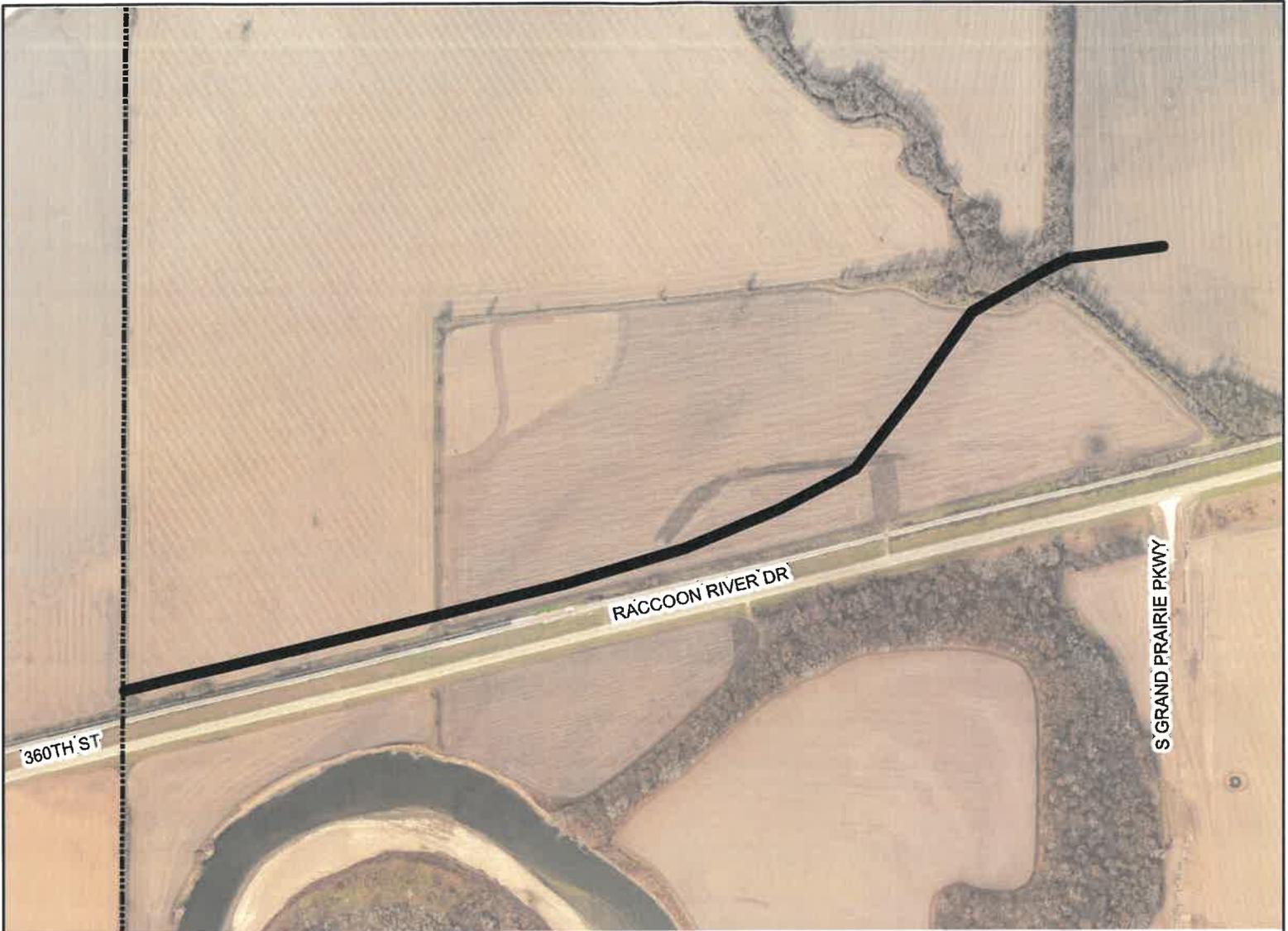
OPINION OF PROBABLE CONSTRUCTION COSTS



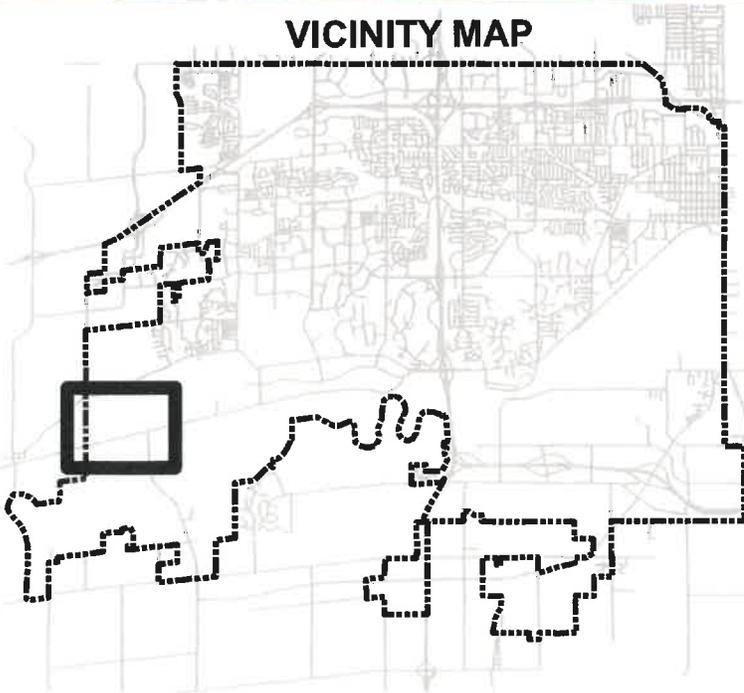
GRAND AVE - S. GRAND PRAIRIE PARKWAY TO  
 S. 115TH STREET  
 West Des Moines, Iowa  
 0510-010-2021

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
16.19	INLET PROTECTION DEVICES, INSTALLATION	6	EA	\$ 250.00	\$ 1,500.00
16.20	CONSTRUCTION SURVEY	1	LS	\$ 10,000.00	\$ 10,000.00
16.21	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LS	\$ 15,000.00	\$ 15,000.00
16.22	RAILROAD PROTECTION SERVICES	5.0	CDAY	\$ 1,792.00	\$ 8,960.00
<b>GRAND AVE SANITARY SEWER</b>					
17.01	SANITARY SEWER IN PLACE, 24"	4,190	LF	\$ 225.00	\$ 942,750.00
17.02	SANITARY SEWER IN PLACE, 15"	150	LF	\$ 140.00	\$ 21,000.00
17.02	MANHOLES - TYPE SW-301	10	EA	\$ 12,000.00	\$ 120,000.00
17.03	VIDEO INSPECTION OF SANITARY SEWER	4,340	LF	\$ 3.00	\$ 13,020.00
17.04	FIELD TILE - 10"	100	LF	\$ 50.00	\$ 5,000.00
17.05	FIELD TILE - 8" AND SMALLER	200	LF	\$ 30.00	\$ 6,000.00
17.06	STABILIZING MATERIAL	100	TON	\$ 40.00	\$ 4,000.00
<b>CONSTRUCTION TOTAL: \$ 9,064,967.25</b>					

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p style="text-align: center;">               _____              Date         </p> <p>             Gabriel A. Nelson, P.E.              My License Number : 17382              My License Renewal Date is December 31, 2022         </p>
--	---



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Grand Avenue**

LOCATION:

**South Grand Prairie Parkway to South 115th Street**

DRAWN BY: JDR

DATE: 10/19/2020

PROJECT NUMBER/NAME: 0510-010-2021

SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(k)2**

**DATE: September 7, 2021**

**ITEM:**

Resolution - Ordering Construction  
SE County Line Road – Veterans Parkway to SE Soteria Avenue

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for SE County Line Road – Veterans Parkway to SE Soteria Avenue is \$6,068,811.66. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Alluvion Urban Renewal Area TIF.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 29, 2021 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, October 4, 2021. The contract would be awarded on Monday, October 4, 2021 and work will begin shortly thereafter.

The project includes the reconstruction of SE County Line Road from Veterans Parkway to SE Soteria Avenue as part of Microsoft's Ginger East development. SE County Line Road (major arterial) will ultimately be a four-lane undivided urban roadway with only the two northern westbound lanes being constructed as part of the initial construction. Minor reconstruction of SE Soteria Avenue near the SE Maffitt Lake Road intersection is also necessary to accommodate the abandonment of SE Maffitt Lake Road between Veterans Parkway and SE Soteria Avenue. Reconstruction of SE County Line Road will include a pedestrian underpass for the Great Western Trail under realigned SE County Line Road. The project will include grading, storm sewer, watermain, paving, pedestrian underpass, multi-use trail, and other miscellaneous work. Close coordination with the City of Norwalk, Polk County Conservation, and Warren County Conservation have taken place and will continue. The pedestrian underpass work will include a temporary trail detour and shall be complete by May 1, 2022. All watermain shall be installed and operational by June 1, 2022. All paving shall be complete and open to traffic by September 1, 2022 with final restoration complete by October 31, 2022.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of SE County Line Road – Veterans Parkway to SE Soteria Avenue.
- Fixing 2:00 p.m. on Wednesday, September 29, 2021 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

**RESOLUTION ORDERING CONSTRUCTION AND NOTICE OF PUBLIC HEARING ON  
PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND  
DIRECTING ADVERTISEMENT FOR BIDS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
IOWA**, that the following described public improvement:

**SE County Line Road – Veterans Parkway to SE Soteria Avenue  
Project No. 0510-015-2021**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Olsson, Inc., of Des Moines, Iowa and now on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED**, that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of the City Clerk for public inspection.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, October 4, 2021, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 29, 2021.

**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, September 29, 2021 and the results of said bids shall be considered at a meeting of this Council on Monday, October 4, 2021 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this 7th day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



# ENGINEER'S OPINION OF PROBABLE COST FINAL PLANS

Client: City of West Des Moines

Project: SE County Line Road

Project Number: 0510-015-2021

Date: 8/27/2021

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
<b>DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE</b>						
2.01	2010-A	CLEARING AND GRUBBING	LS	1	\$75,000.00	\$75,000.00
2.02	2010-D-1	TOPSOIL, ON-SITE	CY	22911	\$7.50	\$171,832.50
2.03	2010-E	EXCAVATION, CLASS 10	CY	45542	\$10.00	\$455,420.00
2.04	2010-E	EXCAVATION, CLASS 10, BORROW	CY	806	\$12.00	\$9,672.00
2.05	2010-E	EXCAVATION, CLASS 10, WASTE	CY	914	\$8.00	\$7,312.00
2.06	2010-F	BELOW GRADE EXCAVATION	CY	1050	\$12.00	\$12,600.00
2.07	2010-G	SUBGRADE PREPARATION, 6 IN.	SY	9257	\$2.00	\$18,514.00
2.08	2010-G	SUBGRADE PREPARATION, 12 IN.	SY	25572	\$3.50	\$89,502.00
2.09	2010-H	SUBGRADE TREATMENT, CEMENT	SY	14500	\$4.00	\$58,000.00
2.10	2010-J-2-a	REMOVAL OF KNOWN BOX CULVERT, RCB, 42-INCH	LF	35	\$40.00	\$1,400.00
2.11	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT	LF	520	\$30.00	\$15,600.00
2.12	2010-J-3-a	REMOVAL OF KNOWN PIPE, WATER MAIN, 16-INCH	LF	52	\$20.00	\$1,040.00
<b>DIVISION 3 - TRENCH EXCAVATION AND BACKFILL</b>						
3.01	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	1050	\$15.00	\$15,750.00
3.02	3010-999-A	STORM SEWER ROCK CHIMNEY	EA	13	\$500.00	\$6,500.00
<b>DIVISION 4 - SEWERS AND DRAINS</b>						
4.01	4010-K	SANITARY SEWER ABANDONMENT, PLUG	EA	1	\$1,250.00	\$1,250.00
4.02	4010-L	SANITARY SEWER ABANDONMENT, FILL AND PLUG	LF	360	\$10.00	\$3,600.00
4.03	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 12-INCH DIA.	LF	48	\$60.00	\$2,880.00
4.04	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 15-INCH DIA.	LF	1992	\$65.00	\$129,480.00
4.05	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS IV, 15-INCH DIA.	LF	67	\$85.00	\$5,695.00
4.06	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 18-INCH DIA.	LF	657	\$75.00	\$49,275.00
4.07	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 24-INCH DIA.	LF	391	\$90.00	\$35,190.00
4.08	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS IV, 24-INCH DIA.	LF	427	\$120.00	\$51,240.00
4.09	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 30-INCH DIA.	LF	76	\$125.00	\$9,500.00
4.10	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 42-INCH DIA.	LF	154	\$175.00	\$26,950.00
4.11	4020-A-1	STORM SEWER, TRENCHED, RCP, CLASS IV, 42-INCH DIA.	LF	417	\$250.00	\$104,250.00
4.12	4020-D	REMOVAL OF STORM SEWER	LF	261	\$25.00	\$6,525.00
4.13	4030-A-1	PIPE CULVERT, TRENCHED, HDPE, 15-INCH DIA.	LF	124	\$50.00	\$6,200.00
4.14	4030-B	PIPE APRON, CONCRETE, 15-INCH DIA.	EA	22	\$1,750.00	\$38,500.00
4.15	4030-B	PIPE APRON, CONCRETE, 18-INCH DIA.	EA	2	\$2,000.00	\$4,000.00
4.16	4030-B	PIPE APRON, CONCRETE, 24-INCH DIA.	EA	5	\$2,500.00	\$12,500.00
4.17	4030-B	PIPE APRON, CONCRETE, 42-INCH DIA.	EA	6	\$4,000.00	\$24,000.00
4.18	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 15-INCH DIA.	EA	22	\$1,000.00	\$22,000.00
4.19	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 18-INCH DIA.	EA	2	\$1,250.00	\$2,500.00
4.20	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 24-INCH DIA.	EA	5	\$1,500.00	\$7,500.00
4.21	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 42-INCH DIA.	EA	6	\$2,250.00	\$13,500.00
4.22	4040-A	SUBDRAIN, PVC, 6-INCH	LF	4499	\$20.00	\$89,980.00
4.23	4040-A	SUBDRAIN, PVC, 12-INCH	LF	50	\$45.00	\$2,250.00
4.24	4040-C	SUBDRAIN CLEANOUT, PVC, 6-INCH	EA	17	\$750.00	\$12,750.00
4.25	4040-D	SUBDRAIN CONNECTION, PVC, 6-INCH	EA	30	\$450.00	\$13,500.00
4.26	4040-D	SUBDRAIN CONNECTION, PVC, 12-INCH	EA	1	\$1,250.00	\$1,250.00
<b>DIVISION 5 - WATER MAINS AND APPURTENANCES</b>						
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC C900 DR18, 16-INCH	LF	4700	\$135.00	\$634,500.00
5.02	5010-C-1	FITTING, 45° BEND, 16-INCH	EA	14	\$3,000.00	\$42,000.00
5.03	5010-C-1	FITTING, 22.5° BEND, 16-INCH	EA	2	\$3,000.00	\$6,000.00
5.04	5010-C-1	FITTING, 11.25° BEND, 16-INCH	EA	2	\$3,000.00	\$6,000.00
5.05	5010-C-1	FITTING, TEE, 16" X 16" X 8"	EA	2	\$3,500.00	\$7,000.00
5.06	5010-C-1	FITTING, REDUCER, 16" X 8"	EA	1	\$1,000.00	\$1,000.00
5.07	5020-A	VALVE, GATE, 8-INCH	EA	2	\$3,000.00	\$6,000.00
5.08	5020-A	VALVE, GATE, 16-INCH	EA	11	\$8,500.00	\$93,500.00
5.09	5020-B	TAPPING VALVE ASSEMBLY, 16-INCH	EA	1	\$20,000.00	\$20,000.00
5.10	5020-C	FIRE HYDRANT ASSEMBLY	EA	17	\$7,000.00	\$119,000.00
5.11	5020-I	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	\$750.00	\$750.00
5.12	5999-A	CONNECT TO EXISTING WATER MAIN	EA	2	\$2,500.00	\$5,000.00
5.13	5999-A	BLOWOFF ASSEMBLY REMOVAL	EA	1	\$500.00	\$500.00
5.14	5999-A	EXISTING WATER MAIN, CUT AND PLUG	EA	1	\$1,500.00	\$1,500.00



# ENGINEER'S OPINION OF PROBABLE COST FINAL PLANS

**Client:** City of West Des Moines

**Project:** SE County Line Road

**Project Number:** 0510-015-2021

**Date:** 8/27/2021

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
<b>DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS</b>						
6.01	6010-A	MANHOLE, SW-401 48-INCH DIA.	EA	3	\$4,000.00	\$12,000.00
6.02	6010-A	MANHOLE, SW-401 60-INCH DIA.	EA	1	\$4,500.00	\$4,500.00
6.03	6010-A	MANHOLE, SW-401 72-INCH DIA.	EA	7	\$5,000.00	\$35,000.00
6.04	6010-A	MANHOLE, SW-401 84-INCH DIA.	EA	1	\$6,000.00	\$6,000.00
6.05	6010-A	MANHOLE, SW-401 96-INCH DIA.	EA	2	\$7,500.00	\$15,000.00
6.06	6010-B	INTAKE, SINGLE GRATE INTAKE WITH MANHOLE, SW-503	EA	2	\$4,500.00	\$9,000.00
6.07	6010-B	INTAKE, SINGLE GRATE INTAKE, SW-505	EA	10	\$5,000.00	\$50,000.00
6.08	6010-B	INTAKE, SINGLE GRATE INTAKE, SW-506	EA	11	\$7,000.00	\$77,000.00
6.09	6010-B	INTAKE, SINGLE GRATE INTAKE, SW-506 MODIFIED	EA	5	\$12,000.00	\$60,000.00
6.10	6010-B	INTAKE, CIRCULAR AREA INTAKE, SW-512, 48-INCH DIA.	EA	2	\$4,000.00	\$8,000.00
6.11	6010-B	INTAKE, OPEN-SIDED AREA INTAKE, SW-513, 60 INCH X 60-INCH	EA	2	\$5,500.00	\$11,000.00
6.12	6010-F	MANHOLE ADJUSTMENT, MAJOR	EA	1	\$4,500.00	\$4,500.00
6.13	6010-G	CONNECTION TO EXISTING INTAKE	EA	1	\$2,500.00	\$2,500.00
6.14	6010-H	REMOVE MANHOLE	EA	3	\$1,000.00	\$3,000.00
6.15	6010-H	REMOVE INTAKE	EA	8	\$750.00	\$6,000.00
6.16	6999-A	MANHOLE ABANDONMENT	EA	2	\$1,500.00	\$3,000.00
<b>DIVISION 7 - STREETS AND RELATED WORK</b>						
7.01	7010-A	PAVEMENT, PCC, 9-INCH, CLASS C-SUD W/ 8-INCH CURB (MAINLINE)	SY	15173	\$70.00	\$1,062,110.00
7.02	7010-A	PAVEMENT, PCC, 6-INCH	SY	1208	\$105.00	\$126,840.00
7.03	7010-E	CURB AND GUTTER, PCC, 2.5 FT	LF	1201	\$40.00	\$48,040.00
7.04	7010-J	GRANULAR SURFACING	TONS	270	\$45.00	\$12,150.00
7.05	7021-B	HMA OVERLAY, 2-INCH	TONS	300	\$75.00	\$22,500.00
7.06	7030-C	SHARED USE PATH, REINFORCED PCC, 6-INCH	SY	7045	\$65.00	\$457,925.00
7.07	7030-G	DETECTABLE WARNINGS	SF	89	\$40.00	\$3,560.00
7.08	7030-A	REMOVAL OF SIDEWALK	SY	512	\$6.00	\$3,072.00
7.09	7030-A	REMOVAL OF SHARED USE PATH	SY	1746	\$7.50	\$13,095.00
7.10	7030-A	REMOVAL OF DRIVEWAY	SY	271	\$13.00	\$3,523.00
7.11	7030-H-1	DRIVEWAY, PAVED, PCC, 6-INCH	SY	986	\$90.00	\$88,740.00
7.12	7040-A	FULL DEPTH PATCHES, PCC, 9-INCH (MIN.)	SY	183	\$115.00	\$21,045.00
7.13	7040-A	FULL DEPTH PATCHES, HMA, 6-INCH (MIN.)	TONS	25	\$175.00	\$4,375.00
7.14	7040-H	CONCRETE PAVEMENT REMOVAL	SY	5513	\$7.50	\$41,347.50
7.15	7040-H	ASPHALT PAVEMENT REMOVAL	SY	7716	\$3.50	\$27,006.00
7.16	7999-A	TEMPORARY GRANULAR SURFACING	TONS	1748	\$45.00	\$78,660.00
7.17	7999-A	TEMPORARY HMA TRAIL	TONS	514	\$105.00	\$53,970.00
7.18	7999-A	CONCRETE SURFACE DRAIN	SY	13	\$250.00	\$3,250.00
<b>DIVISION 8 - TRAFFIC CONTROL</b>						
8.01	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	103.1	\$100.00	\$10,310.00
8.02	8020-G	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EA	9	\$150.00	\$1,350.00
8.03	8020-K	PAVEMENT MARKINGS REMOVED	STA	20.8	\$75.00	\$1,560.00
8.04	8020-L	SYMBOLS AND LEGENDS REMOVED	EA	3	\$175.00	\$525.00
8.05	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$150,000.00	\$150,000.00
8.06	8030-999-A	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	42	\$175.00	\$7,350.00
8.07	8030-999-A	FLAGGERS	EA	20	\$500.00	\$10,000.00
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>						
9.01	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	6.63	\$1,900.00	\$12,597.00
9.02	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	AC	5.59	\$1,400.00	\$7,826.00
9.03	9010-A	MULCHING	AC	9.29	\$1,000.00	\$9,290.00
9.04	9040-A-1	SWPPP PREPARATION	LS	1	\$2,500.00	\$2,500.00
9.05	9040-A-2	SWPPP MANAGEMENT	LS	1	\$7,500.00	\$7,500.00
9.06	9040-D-1	FILTER SOCK, 8 IN.	LF	13067	\$2.25	\$29,400.75
9.07	9040-D-2	FILTER SOCK, REMOVAL	LF	13067	\$0.25	\$3,266.75
9.08	9040-E-0	TEMPORARY RECP, TYPE 1.B	SY	3650	\$6.50	\$23,725.00
9.09	9040-G-1	CHECK DAM, ROCK	TON	163	\$56.00	\$9,128.00
9.10	9040-J-0	RIP RAP, CLASS B	TON	223	\$150.00	\$33,450.00
9.11	9040-J-0	RIP RAP, CLASS E	TON	169	\$100.00	\$16,900.00



# ENGINEER'S OPINION OF PROBABLE COST FINAL PLANS

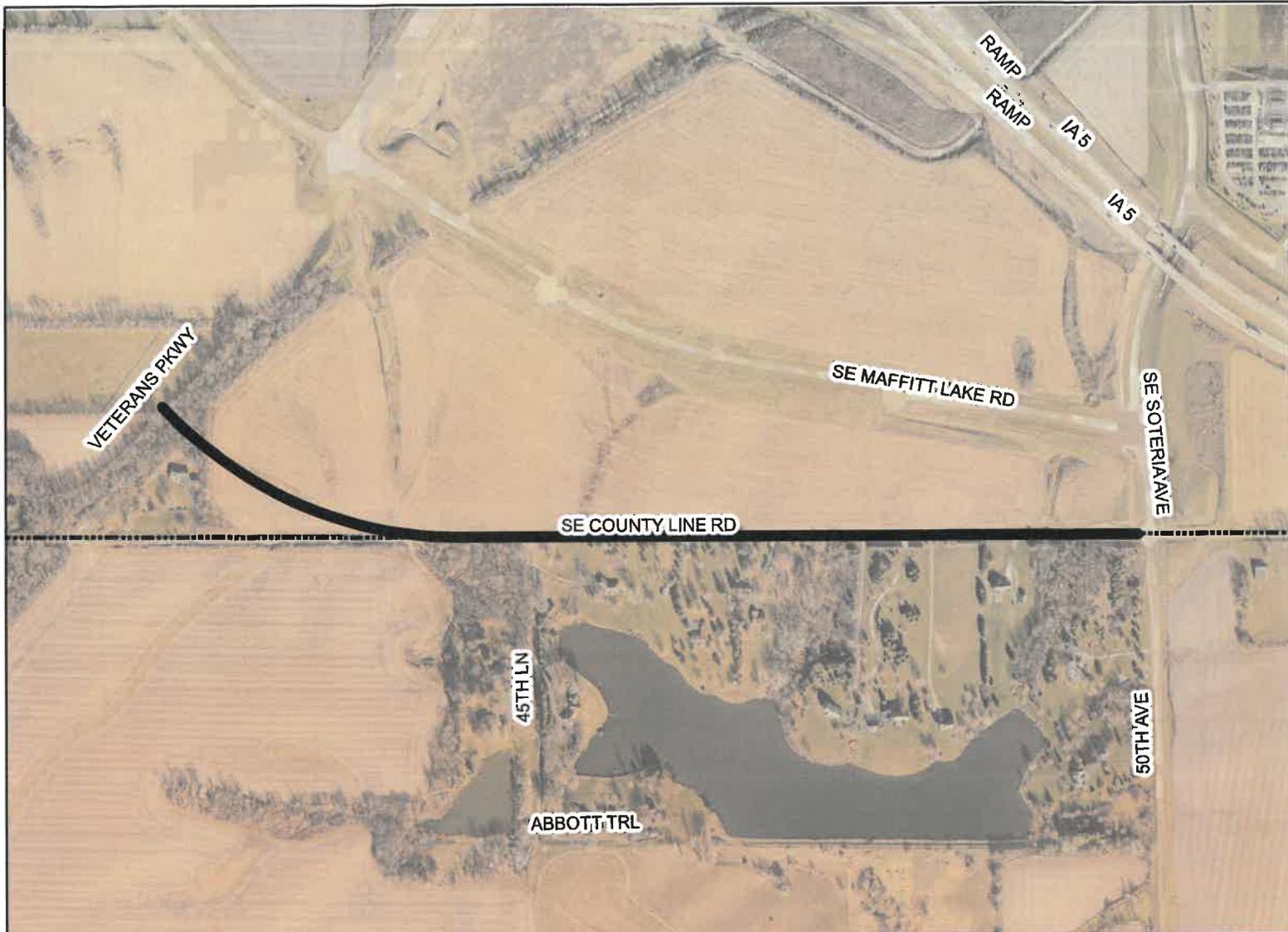
**Client:** City of West Des Moines  
**Project:** SE County Line Road  
**Project Number:** 0510-015-2021  
**Date:** 8/27/2021

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
9.12	9040-J-0	RIP RAP, EROSION STONE	TON	32	\$60.00	\$1,920.00
9.13	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	14311	\$1.50	\$21,466.50
9.14	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	1144.6	\$0.10	\$114.46
9.15	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	11446	\$0.20	\$2,289.20
9.16	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	432	\$15.00	\$6,480.00
9.17	9040-R	TURF REINFORCEMENT MATS, TYPE 2	SQ	25	\$70.00	\$1,750.00
9.18	9040-T-1	INLET PROTECTION DEVICE, INTAKE	EA	48	\$150.00	\$7,200.00
9.19	9040-T-1	INLET PROTECTION DEVICE, CULVERT	EA	16	\$150.00	\$2,400.00
9.20	9040-T-2	INLET PROTECTION DEVICE, INTAKE, MAINTENANCE	EA	48	\$20.00	\$960.00
9.21	9040-T-2	INLET PROTECTION DEVICE, CULVERT, MAINTENANCE	EA	16	\$20.00	\$320.00
9.22	9999-A	REMOVAL OF RIP RAP	SY	262	\$20.00	\$5,240.00
9.23	9999-A	CHEMICAL TREATMENT, BROADLEAF HERBICIDE	AC	12.75	\$750.00	\$9,562.50
9.24	9999-A	FENCE, FIELD	LF	300	\$25.00	\$7,500.00
<b>DIVISION 11 - MISCELLANEOUS</b>						
11.01	11010-A	CONSTRUCTION SURVEY	LS	1	\$100,000.00	\$100,000.00
11.02	11030-A	MAINTENANCE OF POSTAL SERVICE	LS	1	\$2,500.00	\$2,500.00
11.03	11030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$7,500.00	\$7,500.00
11.04	11050-A	CONCRETE WASHOUT	LS	1	\$15,000.00	\$15,000.00
11.05	11999-A	MAILBOX ASSEMBLY	EA	5	\$500.00	\$2,500.00
11.06	11999-A	REMOVE AND REINSTALL MAILBOX	EA	1	\$750.00	\$750.00
11.07	11999-A	REMOVE MAILBOX	EA	5	\$250.00	\$1,250.00
11.08	11999-A	REMOVE AND REPLACE BARBED WIRE FENCE	LF	223	\$20.00	\$4,460.00
<b>DIVISION 12 - STRUCTURES</b>						
12.01	2402-0425030	GRANULAR BACKFILL	CY	1620	\$50.00	\$81,000.00
12.02	2402-2720000	EXCAVATION, CLASS 20	CY	4700	\$15.00	\$70,500.00
12.03	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	356.4	\$850.00	\$302,940.00
12.04	2404-7775000	REINFORCING STEEL	LB	65943	\$1.50	\$98,914.50
12.05	2519-1002048	FENCE, CHAIN LINK, 48 IN. HEIGHT	LF	170	\$75.00	\$12,750.00
12.06	12999-A	PEDESTRIAN UNDERPASS LIGHTING	LS	1	\$30,000.00	\$30,000.00

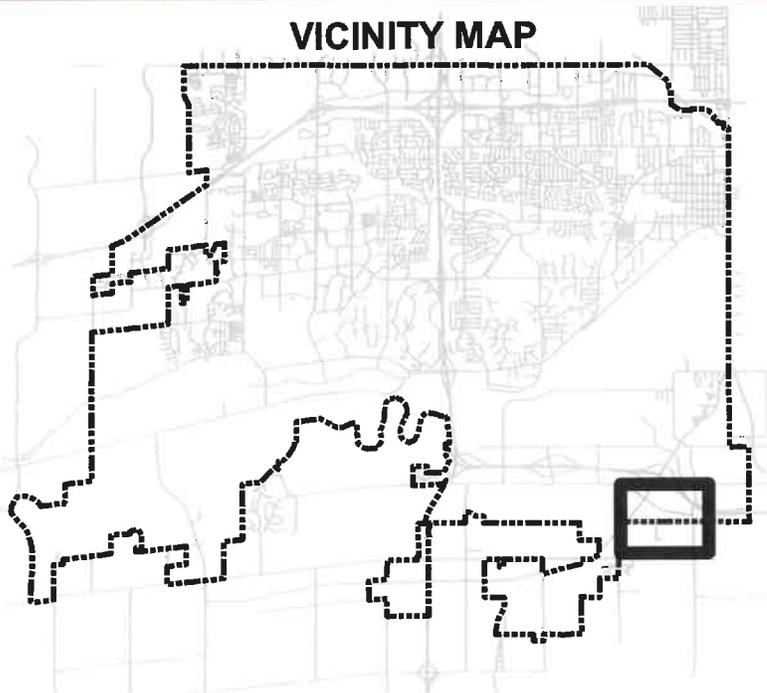
**OPINION OF PROBABLE COST**

**\$6,068,811.66**

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE: <i>James P. Gallagher</i>	DATE: <i>8/27/2021</i>
	NAME: JAMES P. GALLAGHER	
	LICENSE NUMBER 25366 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022	
PAGES OR SHEETS COVERED BY THIS SEAL: <i>All pages within the estimate.</i>		

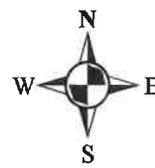


**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT: <b>SE County Line Road, SE Soteria Avenue to Veterans Parkway</b>			
LOCATION: <b>Exhibit "A"</b>			
DRAWN BY: JDR	DATE: 11/4/2020	PROJECT NUMBER/NAME: 0510-015-2021	SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(I)**

**DATE: September 7, 2021**

**ITEM:**

Resolution - Accepting Work  
Raccoon River Basin Segment 5 – Gravity Sewer

**FINANCIAL IMPACT:**

The total construction cost for the Raccoon River Basin Segment 5 – Gravity Sewer was \$493,250.58 which was paid from account no. 640.000.000.5250.490 with ultimate funding intended to come from Sanitary Sewer Fee Revenue. The original cost of the project was \$485,485.00. There were three (3) Change Orders on the project that totaled \$7,765.58.

**BACKGROUND:**

J&K Contracting, LLC was working under an agreement dated October 19, 2020 for construction services for the Raccoon River Basin Segment 5 – Gravity Sewer. Work on this project included construction of approximately 5,000 feet of 15-inch gravity sewer extended west of the Raccoon River Basin Segment 5 Lift Station recently constructed along the west side of SW Grand Prairie Parkway just south of the Raccoon River.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Work for Raccoon River Basin Segment 5 – Gravity Sewer.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

**RESOLUTION ACCEPTING WORK**

**WHEREAS**, on October 19, 2020, the City Council entered into a contract with J&K Contracting, LLC of Urbandale, Iowa, for the following described public improvement:

**Raccoon River Basin Segment 5 – Gravity Sewer  
Project No. 0510-060-2015**

and,

**WHEREAS**, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on September 7, 2021; and,

**WHEREAS**, the City has retained 5% of the construction costs;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$493,250.58 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$24,662.53, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

**PASSED AND APPROVED** on this 7th day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



ENGINEERING SERVICES  
 4200 Mills Civic Parkway, Suite 2E  
 PO Box 65320  
 West Des Moines, IA 50265-0320  
 (515) 222-3475 Fax (515) 273-0602

**RETAINAGE**

Contractor: **J&K Contracting, LLC.**  
**10703 Justin Drive**  
**Urbandale, Iowa 50322**

Project Title	<b>Raccoon River Basin Segment 5 - Gravity Sewer</b>	
WDM Project File Number	<b>0510-060-2015</b>	
Purchase Order Number	<b>2021-00000299</b>	
Orig. Contract Amount & Date	<b>\$485,485.00</b>	<b>10/19/20</b>
Estimated Completion Date	<b>07/01/21</b>	
Pay Period End Date	<b>9/7/21</b>	
Pay Request Number	<b>Retainage</b>	
Date	<b>10/04/21</b>	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Sanitary Sewer in Place - 15"	LF	4,857	\$55.00	\$267,135.00	4,857.00	\$267,135.00
2	Sanitary Sewer in Place - 8"	LF	5	\$54.00	\$270.00	5.00	\$270.00
3	Manholes - Type SW 301 - 48"	EA	14	\$4,200.00	\$58,800.00	14.00	\$58,800.00
4	Connect to Existing Sewer	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
5	Video Inspection of Sanitary Sewer	LF	4,975	\$2.00	\$9,950.00	4,975.00	\$9,950.00
6	Rip-Rap	TON	100	\$50.00	\$5,000.00	100.00	\$5,000.00
7	3" Clean Rock	TON	20	\$50.00	\$1,000.00	20.00	\$1,000.00
8	7" Reinforced PCC Pavement	SY	630	\$75.00	\$47,250.00	630.00	\$47,250.00
9	Stabilizing Material	TON	100	\$26.00	\$2,600.00	100.00	\$2,600.00
10	Clearing & Grubbing	LS	1	\$56,755.00	\$56,755.00	1.00	\$56,755.00
11	Erosion Control	LS	1	\$7,500.00	\$7,500.00	1.00	\$7,500.00
12	Seeding	ACRE	11.5	\$1,350.00	\$15,525.00	11.50	\$15,525.00
13	Construction Staking	LS	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00
14	Traffic Control	LS	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00
CO 1.01	Bid Item No. 7 "3" Clean Rock"	TON	47.19	\$50.00	\$2,359.50	47.19	\$2,359.50
CO 2.01	Erosion Stabilization	LS	1	\$4,719.08	\$4,719.08	1.00	\$4,719.08
CO 2.02	Bid Item No. 5 "Video Inspection of Sanitary Sewer"	LF	-118	\$2.00	-\$236.00	-118.00	-\$236.00
CO 2.03	Bid Item No. 6 "Rip-Rap"	TON	-18.71	\$50.00	-\$935.50	-18.71	-\$935.50
CO 2.04	Bid Item No. 7 "3" Clean Rock"	TON	39.81	\$50.00	\$1,990.50	39.81	\$1,990.50
CO 2.05	Bid Item No. 9 "Stabilization Material"	TON	-100.00	\$26.00	-\$2,600.00	-100.00	-\$2,600.00
CO #2.06	Extra Grade Work to Improve Drainage Outlet	LS	1	\$468.00	\$468.00	1.00	\$468.00
CO #3.01	Hydro-Mulch Seeding	ACRE	0.5	\$4,000.00	\$2,000.00	0.50	\$2,000.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTAL</b>					<b>\$493,250.58</b>		<b>\$493,250.58</b>

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$0.00</b>

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$485,485.00	\$493,250.58
Approved Change Order 1	\$2,359.50	
Approved Change Order 2	\$3,406.08	
Approved Change Order 3	\$2,000.00	
Revised Contract Price	\$493,250.58	\$493,250.58
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$493,250.58
Total Previously Approved (list each)	Pay Request 1	\$119,490.53
	Pay Request 2	\$69,439.77
	Pay Request 3	\$60,923.98
	Pay Request 4	\$140,608.07
	Pay Request 5	\$60,764.45
	Pay Request 6	\$17,361.25
		Total Previously Approved
	Amount Due This Request	<b>\$24,662.53</b>
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$24,662.53** is recommended for approval for payment in accordance with the terms of the Contract

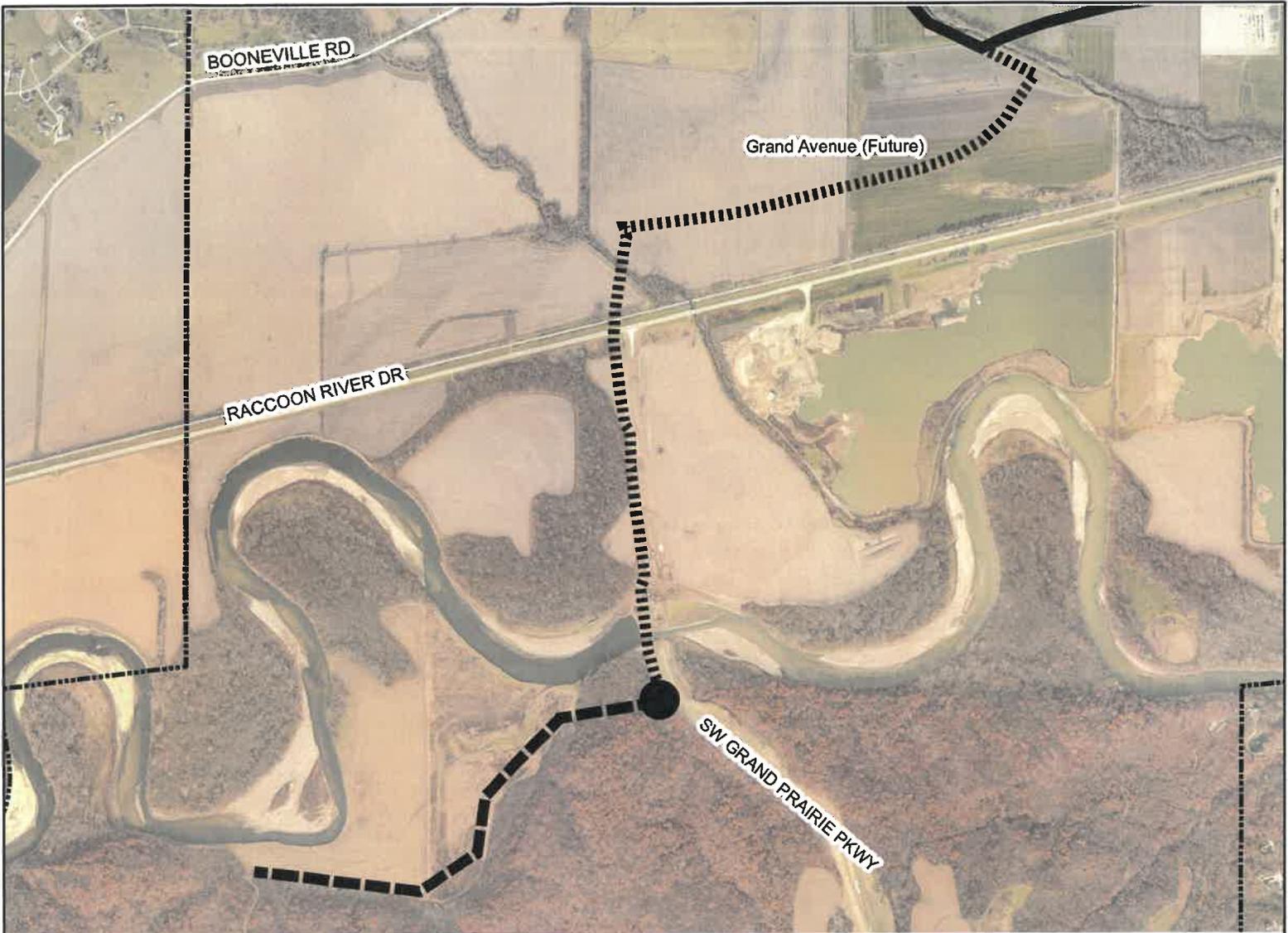
Contractor: J&K Contracting LLC	Recommended By: Veenstra & Kimm, Inc.	Checked By: City of West Des Moines
Signature: 	Signature: 	Signature: 
Name: Jared Bouska	Name: Bob Veenstra	Name: Brian Hemesath
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date: Aug 20, 2021	Date: Aug 20, 2021	Date: Aug 21, 2021

**Signature:** *Clint Carpenter*

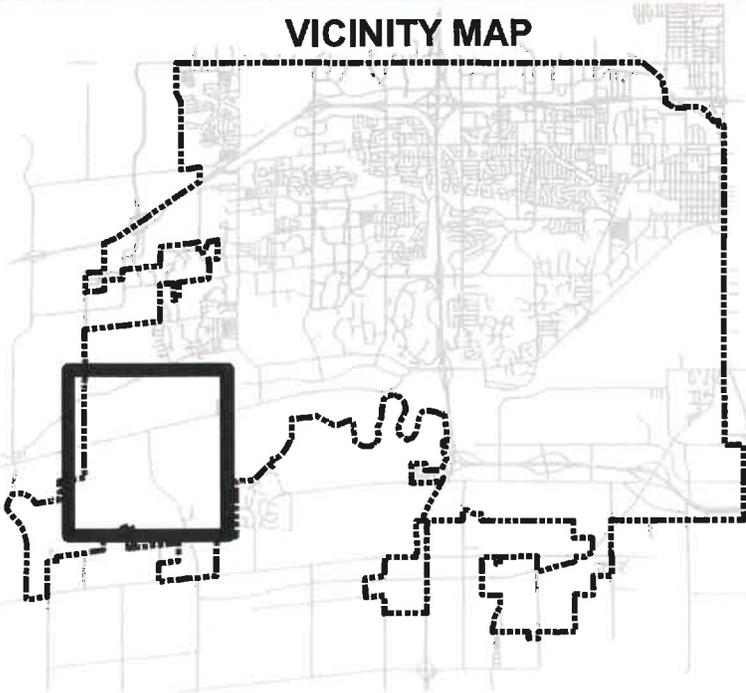
**Email:** Clint.Carpenter@wdm.iowa.gov

**Signature:**   
Jason Schlickbernd (Aug 20, 2021 22:40 CDT)

**Email:** jason.schlickbernd@wdm.iowa.gov



**VICINITY MAP**



**LEGEND**

- EXISTING LIFT STATION 
- GRAVITY SEWER 
- EXISTING FORCEMAIN 
- EXISTING SEWER 



PROJECT:

**Raccoon River Basin Segment 5 Sewer - Gravity Sewer**

LOCATION:

**Exhibit "A"**

DRAWN BY: TKA

DATE: 9/14/2020

PROJECT NUMBER/NAME: 0510-060-2015

SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approval of Professional Services Agreement for Preparation of the Update to the Historic West Des Moines Master Plan- Teska Associates, Inc. **DATE:** September 7, 2021

**RESOLUTION:** Approval of the Professional Services Agreement

**FINANCIAL IMPACT:** Based upon a request that staff sent to Teska Associates, Inc. (Teska) for professional services to prepare an Update to the Historic West Des Moines Master Plan, the City received the attached proposal. Teska is proposing a fee of \$215, 500 to prepare the Update. Since there is no line item in the current budget of the City to cover this cost, the cost of the Professional Service Agreement will need to be budgeted out of the General Fund through a budget amendment.

**BACKGROUND:** On October 19, 2015, the City selected Teska Associates, Inc. to prepare a Master Plan for the Historic West Des Moines neighborhood, generally from Grand Avenue to Railroad Avenue and 1<sup>st</sup> Street to Grand Avenue. On September 19, 2016, the City Council accepted the Historic West Des Moines Master Plan.

Because of concerns that have arisen with development that has occurred since the adoption of that plan, the Council determined that it would be appropriate to look at updating the Master Plan. A Steering Committee was selected to review the current plan and examine issues/concerns that have been identified.

On August 11, 2021, the Steering Committee met to discuss a potential scope of work for a Request for Professional Consulting Services for updating the Historic West Des Moines Master Plan. At that meeting the Steering Committee voted to request that the City Council issue the attached Request for Professional Consulting Services and that it be a sole-source proposal to Teska. It was felt that Teska, with their previous experience in working within the neighborhood, would be able to come up-to-speed sooner and that there would be less delays in getting a finished product completed without going through a 2-3 month consultant selection process.

At the August 16, 2021, City Council meeting the Council authorized staff to seek a proposal from Teska to complete the Update to the Master Plan.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving the Professional Services Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Clyde E. Evans, AICP, Director

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	N/A
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Professional Services Agreement
- Attachment I Request for Proposal
- Attachment II Proposal from Teska
- Exhibit II - Resolution

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
HISTORIC WEST DES MOINES MASTER PLAN

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as “City”, and TESKA ASSOCIATES , INC. (Fed. I.D. #36-3051497), professional corporation incorporated under the laws of the State of Illinois, party of the second part, hereinafter referred to as “Consultant” as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREE TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT AND ITS ATTACHMENTS.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment I, Request for Proposal and Attachment II, Proposal from Teska Associates, Inc.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment II, Proposal from Teska Associates, Inc. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, inclusive of any authorized reimbursable expenses.

i. Basic Services of the Consultant \$215,500

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City’s acceptance of Consultant’s submission of final deliverables in accordance with Attachments I and II.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or

Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverage's set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines  
Attn: Ryan T. Jacobson, City Clerk  
Address: 4200 Mills Civic Parkway  
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Teska Associates, Inc.  
Attn: Michael Hoffman  
Address: 24103 West Lockport St  
City, State: Plainfield, IL 60544

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, sexual orientation, gender identity or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, sexual orientation, gender identity or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

#### 19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

#### 20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

#### 21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

TESKA, INC.

CITY OF WEST DES MOINES

BY: \_\_\_\_\_  
Michael Hoffman, Vice President

BY: \_\_\_\_\_  
Tom Hadden, City Manager

Attachment I – Request for Proposals  
Attachment II – Proposal from Teska, Inc.

# REQUEST FOR PROFESSIONAL CONSULTING SERVICES

For the City of West Des Moines, Iowa

## UPDATE OF HISTORIC WEST DES MOINES MASTER PLAN

### PART I: ADMINISTRATIVE INFORMATION

#### 1.1 PURPOSE

The City of West Des Moines, Iowa is seeking to update the Historic West Des Moines Master Plan. The Master Plan was originally accepted by City Council in September 2016. (See Exhibit I for map of area).

#### 1.2 BACKGROUND

The City of West Des Moines originally was incorporated in 1893 around the junction of two (2) railroad lines and associated railroad roundhouse areas. Employment in the City tended to be centered on the railroads and the cement industry.

During the depression the railroads relocated their operations out of the community. Following World War II, West Des Moines experienced some residential growth, but it was not until the construction of Interstate 235 through the community the pace of development activity took a sharp rise, particularly in the University Avenue/Westtown Parkway Corridors.

Today, West Des Moines is one of the fastest growing communities in the State of Iowa. In 2010, the City's population was 56,609. With the 2015 Special Census for the City, the population had grown to 61,266. The 2019 Census Estimate placed the City's population at 67,889. A 19.94% increase in population over the 9 years.

#### ***HISTORY OF THE MASTER PLAN AREA***

Valley Junction is the original name of the city that has since become West Des Moines. Valley Junction was founded in 1893 as a junction between two railroads within the valley of the Raccoon River. It was a railroad town and considered a bit rough, with many bars

and brothels. To clean up the community's image, the citizens of Valley Junction voted to change the name to "West Des Moines" in 1938, after three contentious elections.

Since that time, the business area in Valley Junction has evolved from an antique center to its present-day mix of over 160 retail stores and business in a 10 square block area. The adjacent residential area is mostly single-family homes that are a mix of owner-occupied and rental.

### ***PLAN EFFORTS***

In the 1980's, the City adopted a Streetscape Plan that called for the acquisition of buildings along the main business corridor, 5th Street, and the two adjacent streets, 4th, and 6th Streets. The buildings along 4th and 6th Streets were demolished to construct city-owned parking lots to support the business area. The buildings along 5th Street were demolished to establish paved walkways to connect to the city-owned parking lots. The walkways have pavers, plantings, and benches.

After the floods of 1993, the City received federal funds which allowed for many flood-damaged single-family homes to be repaired. In the cases where a house was too damaged to repair, the City was able to use federal funds to purchase the property, remove damaged structures, and then resell the vacant lot to an entity who promised to build a new single-family home on the site within a certain timeframe.

In 1999, a new Streetscape Plan was approved, which called for new lighting, signage along 5th Street and Railroad Avenue, an entry feature, improvements to Railroad Park, tree plantings, and a reverse of the one-way street direction on 5th Street.

In 2016, a new master plan for the area was created, the Historic West Des Moines Master Plan. As part of that effort, the City looked at how to encourage the installation of more restaurants and bars into the 5th Street Commercial District, how to encourage the development of new affordable housing within the District, and how to activate existing unused and under-used upper story spaces.

### **1.3 SCOPE OF WORK**

Develop a detailed updated action plan for the overall enhancement and redevelopment of the study area which will result in the following:

- a. The Plan Update shall include the following:
  1. Development of design guidelines for new construction as well as renovation of commercial and residential development/redevelopment which will respect the existing character of the Neighborhood.

2. Development of specific recommendations for either modification of the existing zoning regulations or development of new zoning regulations that will allow effective implementation of the Plan.
3. A detailed parking analysis which looks at existing as well as future parking needs particularly in the commercial district.
4. A detailed analysis of the needs, if any to expand the commercial district, into the 400 and 500 blocks of 5th Street.
5. A robust public input and out-reach plan that uses all forms of social media and in person meetings to reach variety of people in the Neighborhood.
6. Specific recommendations on how to maintain viability and encourage continued investment in or redevelopment of existing commercial and residential areas.
7. Analysis of current land uses along Railroad Avenue and specific recommendations and guidelines that would allow redevelopment/renovation of the commercial properties while respecting the interface with adjacent residential properties.
8. A detailed analysis of the mix of residential styles and densities and what residential products are needed for the area. Rental vs. owner occupied single family, single family detached vs. attached and multi-family rental.
9. Analysis of the opportunities and constraints facing the business and residential areas of the Historic West Des Moines Neighborhood.
10. Analysis of existing land uses and recommendations of potential changes.
11. Analysis of existing and possible future economic markets and how it affects the Valley Junction business district.
12. Market study and analysis of what types of commercial uses might be missing and recommendations on how to attract those uses to the area.
13. An analysis of what should be the target population to attract to live, visit and shop within the Master Plan area.

14. Strategies on how to utilize the upper story spaces in the commercial area to their maximum potential.
15. Visual depictions of how the area can be redeveloped (can be representative with use of photo examples, etc.)
16. Analysis of existing buildings within the study area and a determination of their historic context and nature with recommendations for potential preservation and reuse.
17. Analysis of existing housing conditions and strategies to address housing needs and issues.
18. An analysis of existing property maintenance conditions and specific recommendations for addressing any issues that are identified.
19. Development of examples of grants, incentive programs, tax incentives, other possible funding sources that might be appropriate for the area.
20. An examination of "Best Practices" from other Main Street communities and specific recommendations for those that should be potentially implemented within the commercial district.
21. A comparative analysis of the study area to other similar areas in the Midwest.
22. Strategies on how to enhance the pedestrian and bicyclist experience through complete streets, including streetscape and landscape improvement and how to better connect with the area south of Railroad Avenue.
23. An analysis of the socio-economic implications of policy and regulations that are proposed for implementation.

#### **1.4 DELIVERABLES**

Deliverables should include a bound printed copy of the plan, as well as editable electronic files that can be used by the City for both print and electronic

communication. All print and electronic deliverables should be provided in ADA compliant formatting to be either captioned for multimedia or screen-reader friendly for print elements.

**1.5 BUDGET**

A project budget should be proposed in an hourly fee format with a not to exceed maximum for the project as defined in the Scope of Services. The budget should also provide an hourly fee structure for any additional work if needed. Printing costs related to presentation materials will be considered reimbursable expenses as part of the not to exceed number for professional service contract. For contract purposes include an additional 5% over and above professional fees in the not to exceed number.

**1.6 TIMELINE FOR CITY**

The City expects to have a completed update to Master Plan for presentation to the City Council by the end of 2022. However, certain elements of the scope of work such as the design guidelines and zoning ordinance will need to be completed by June 30, 2022. The firm will be presenting the plan to the Historic West Des Moines Master Plan Update Steering Committee, the Planning and Zoning Commission, and the City Council for review and action.

**PART II: PROCESS**

**2.1 PROPOSAL PERIOD**

The proposal period will commence on the date the Request for Professional Consulting Services is issued and will end with the submission of the proposal as outlined in section 2.4.

**2.2 PROPOSAL DELIVERY**

The proposal shall be addressed and delivered to the Brad Munford at [brad.munford@wdm.iowa.gov](mailto:brad.munford@wdm.iowa.gov) and by 2:00 p.m., on Wednesday, August 25, 2021.

No costs associated with the preparation of this proposal, or incurred in any manner by the submitter, may be charged to the City. All materials submitted in response to this Request will be considered the property of the City. The City reserves the right to use all

ideas submitted in the proposal received unless those ideas are protected by copyright, legal patent, or proprietary rights as stated by the proposer.

**2.3 PROPOSAL ACCEPTANCE, REJECTION**

1. The City reserves the right to reject the proposal.

**2.4 TENTATIVE PROJECT SCHEDULE**

Included below for reference is the tentative project schedule. Schedule is subject to change.

Send the request	Tuesday, August 17, 2021
Deadline for proposal submittal	Wednesday, August 25, 2021 @ 2 p.m.
Staff/ Committee Review of proposal	Friday, August 27, 2021
Approval of proposal by Steering Committee	Monday, August 30, 2021
Council award of contract	Tuesday, September 7, 2021

**PART III: SUBMITTAL REQUIREMENTS**

**3.1 PROPOSAL SUBMITTAL SPECIFIC REQUIREMENTS**

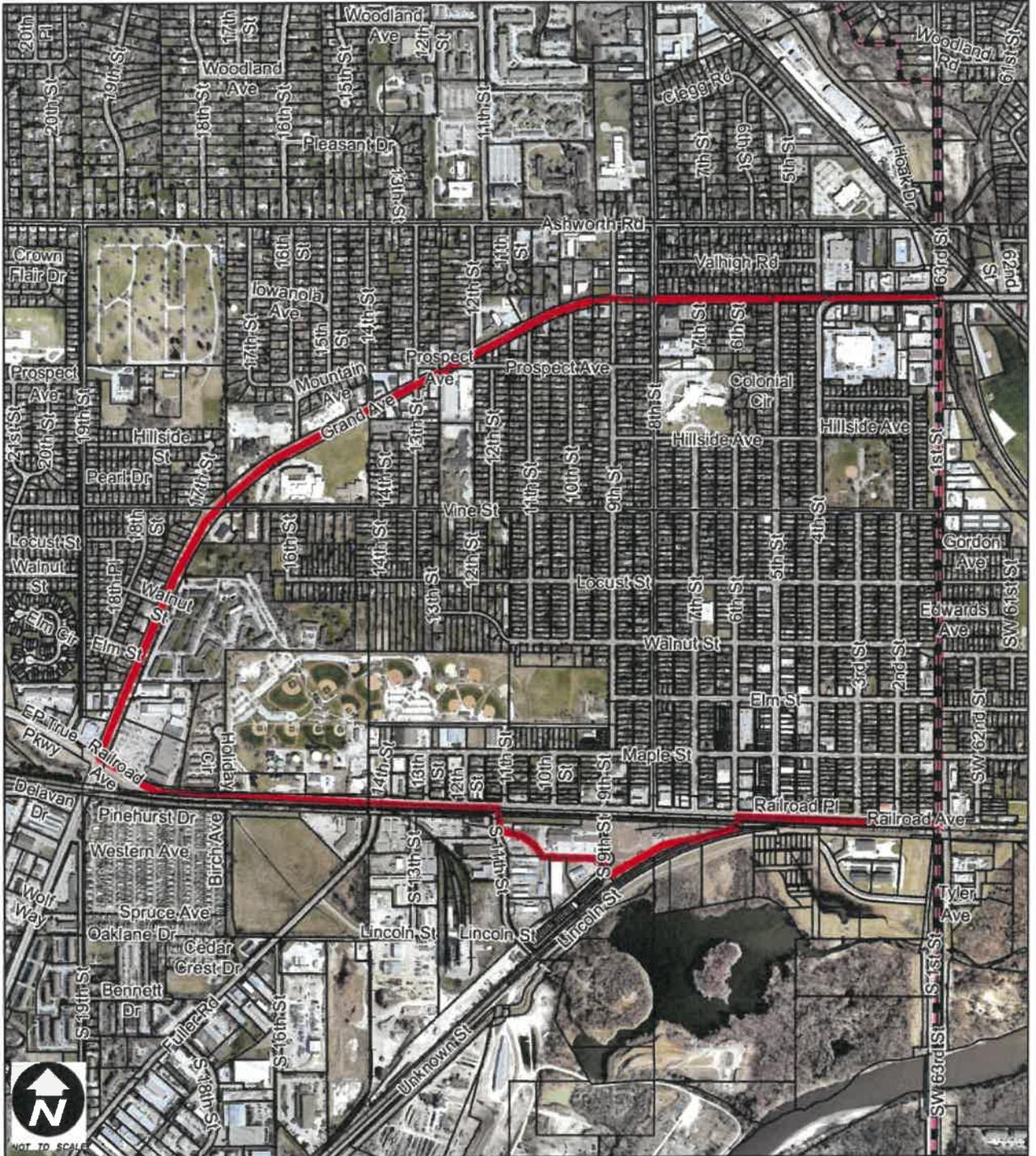
The City asks that the proposal be submittal in a PDF file format electronically to the City. The proposal shall be in 8½" x 11", vertical format, consisting only of the specified materials requested below. Folded 11" x 17" pages in landscape orientation are acceptable.

The proposal should include the following material in the order specified. (Page limit: 25)

- i) COVER LETTER: An officer of the firm submitting the proposal and the designated lead consultant shall sign the cover letter. In case of a joint venture, an officer of each firm shall sign the cover letter as well as the designated lead consultant.

- ii) TABLE OF CONTENTS
  
- iii) PROJECT TEAM: Provide a general introduction on the makeup of the project team, including a brief history of the firm and each team member's area of expertise. Note any experience of team members working together on other projects. For each team member, include name, affiliation, address, and telephone number. List the person who will serve as the main contact throughout the project. List any functions that will be subbed out and information on the firm(s) handling the work.
  
- iv) PROJECT NARRATIVE: The submittal should address each of the following criteria:
  - (1) Proposer's understanding of the Project Objectives and Scope of Services presented in this Request for Professional Consulting Services.
  - (2) Proposer's impressions of the project's opportunities and constraints.
  - (3) A description of the proposed work task, concept/approach, and specifications as to which individual(s) and/or subcontractor(s) will be assigned to each aspect of the project.
  - (4) The envisioned working relationship with City staff, the Master Plan Steering Committee, and all reviewing bodies during all phases of the project.
  - (5) How the team will engage the public to gain public input.
  - (6) The process the team will use to develop the project within the budget.
  - (7) How the team will engage the property owners, residents, and major tenants.
  
- v) PROFESSIONAL SERVICES: Submit a fee summary for professional services. Summary shall be organized in accordance with the following outline:
  - (1) Fee Structure. Fees should be stated as an hourly not to exceed with a breakdown of anticipated hours for each deliverable. Provide a breakdown, by discipline, of all staff involved in the services proposed on an hourly basis to be used should the project scope be expanded. Reimbursable schedule for travel should be included as part of the not to exceed number.
  - (2) Projected timeframe (in calendar days) and anticipated workload/staff availability
  - (3) Other information at the option of the Proposer

Exhibit I



**HISTORIC WEST DES MOINES MASTER PLAN STEERING COMMITTEE SERVICE AREA**



**Legend**

-  Corporate Limit
-  VJ District Boundary



# Historic West Des Moines

# Master Plan Update

# Proposal

TESKA TEAM  
QUALIFICATIONS  
August 25, 2021

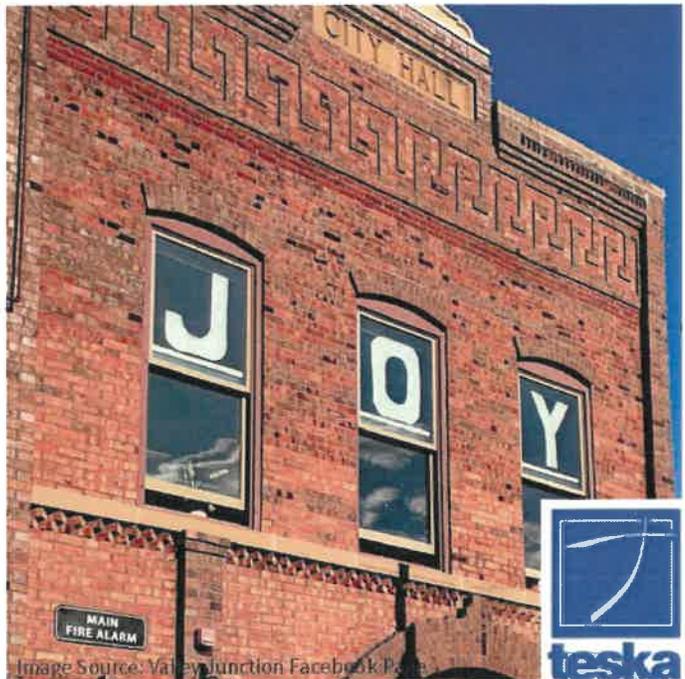


Image Source: Valley Junction Facebook Page



August 25, 2021

Sent via e-mail to: Brad Mumford

**RE: Historic West Des Moines Master Plan Update Proposal**

Dear Brad:

It is with great pleasure that we submit this proposal to update the Historic West Des Moines Master Plan. We truly enjoyed working with the community in developing the original 2016 plan and are delighted by the significant progress achieved since that time. We look forward to assisting you and the community to update the plan to address current and anticipated future needs.

To best address your needs outlined in the RFP, we propose a 3-firm team as follows:

- **Teska Associates, Inc.** – Prime consultant, focusing on community engagement, planning, and landscape architecture
- **Small Nation** – Focused on Best Practices and implementation
- **Bauer Latoza Studio** – Focused on historic preservation, upper story reuse, residential styles, and design guidelines

We are committed to completing the project within the noted not-to-exceed amount, and to meeting the timelines listed in our proposal. Please let me know if you have any questions. We would be happy to adjust the scope to better meet your needs. I can be reached at [MHoffman@TeskaAssociates.com](mailto:MHoffman@TeskaAssociates.com) or by phone at (815) 436-9485 (office) or (815) 557.4306 (cell).

Sincerely,

A handwritten signature in black ink that reads "Mike Hoff".

Michael Hoffman, AICP, PLA  
Vice President, Project Manager

**teska associates inc**

627 Grove Street, Evanston, IL 60201 office 847 869-2015 [www.TeskaAssociates.com](http://www.TeskaAssociates.com)



# Table of Contents

<b>1   Team</b>	<b>1</b>
<i>Firms, Specialties, Personnel*</i>	
<b>2   Approach</b>	<b>4</b>
<i>Engagement and Focus Areas</i>	
<b>3   Scope</b>	<b>13</b>
<i>Project Phases + Work Overview</i>	
<b>4   Budget</b>	<b>18</b>
<i>Proposed Fee /Cost Proposal</i>	
<b>5   Schedule</b>	<b>19</b>
<i>Project Timeline by Phase</i>	

\* Resumes of key personnel included at end of proposal

\*\*Proposal Photo Credits: Images highlighted throughout this proposal include images from Teska as well as social media content from the Historic Valley Junction Foundation. We look forward to the opportunity to be local again, soon.

# 1 | Team

Firms • Teska • Bauer Latoza • Small Nation



**TESKA**  
LEAD CONSULTANT

- Project Management
- Planning
- Engagement
- Design
- Market Analysis
- Zoning
- Placemaking

PLAINFIELD OFFICE  
24103 Lockport St. #107  
Plainfield, IL 60544  
815.436.9485



**TESKA ASSOCIATES, INC.**, founded in 1975, is a planning and landscape architecture firm with a twenty-one person professional staff based in Evanston and Plainfield, Illinois. The firm specializes in community planning, creative engagement, economic development, landscape architecture, and site design. Teska has completed hundreds of master plans, comprehensive plans, corridor/sub-corridor plans, special area, neighborhood and downtown plans, and transit-oriented/urban redevelopment projects - all of which incorporate cutting edge designs, new media, outreach tools, and visualization graphics to enhance the clarity and usability of plans.

## BUILDING RELATIONSHIPS

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

## CREATING LIVABLE COMMUNITIES

We are passionate about creating livable communities; places with a strong economy, walkable and safe streets, and great venues to play and interact with neighbors.

## GOING THE EXTRA MILE

We know that our success is based on the quality of our service. At Teska, quality service is based on responsiveness, anticipation of needs, maintaining flexibility, and creative and efficient problem solving.

## HONEST ANSWERS TO TOUGH QUESTIONS

We provide solutions that are creative and realistic. Based on our experience and analysis, we sometimes have to tell a client that in our opinion an idea won't work - but that rejection is quickly followed by a solution that works.

# 1 | Team Teska · Bauer Latoza · Small Nation

## BauerLatoza STUDIO



### BAUER LATOZA SUB CONSULTANT

- Historic Preservation 332 S Michigah Ave, 701
- Architecture Chicago, IL 60604
- Design 312.567.1000

Bauer Latoza Studio is recognized for its work in architecture, planning, historic preservation, and hospitality design. Established in 1990, the firm maintains a diverse portfolio of projects in the local, national, and international markets, and has received more than 30 design awards. The firm's interdisciplinary portfolio serves clients in federal, state, and local government, as well as private and nonprofit entities.

Bauer Latoza Studio maintains a strong commitment to Sustainable Design, and has been a member of the United States Green Building Council since 2002. The Studio is a certified Minority Business Enterprise (MBE) with the City of Chicago, Cook County, and the State of Illinois, a certified Disadvantaged Business Enterprise (DBE) with CTA, METRA, IDOT, CDOT, and Pace, and a qualified Small Business Set Aside (SBSA) vendor with the State of Illinois.



### SMALL NATION SUB CONSULTANT

- Main Street Best Practices 130 S. Main St. Suite B101
- Strategic Partnerships Bellefontaine, Ohio 43311
- Business Mix 937.565.4580

### RECLAIM YOUR SMALL TOWN

SMALL NATION develops places, spaces and dreams for small towns and small town entrepreneurs across the country. We exist to help small towns, small businesses and small biz investors learn to take control of the down and turn it around. One dollar, one building, one business and one person at a time. Because you see, we think everyone celebrating the "BIG" has it backwards. Our BIGNESS is just an illusion. And Small? It's not small at all.

Jason Duff, the Founder of Small Nation, leads the team in developing places, spaces and dreams for small towns and small town entrepreneurs across the country.

# 1 | Team · Structure + Personnel

## TESKA

Teska will serve as Lead Consultant in preparing the Historic West Des Moines Master Plan Update. The firm will head up all tasks related to land use, public engagement, planning, urban design, market analysis, goal setting, and drafting the plan. **Michael Hoffman, AICP, PLA** will be the overall Project Manager and primary client contact. **Emma Swanson** will be Project Planner and involved in all aspects of the work. Firm Principal **Erin Cigliano, AICP** will help develop and oversee public engagement tasks. Teska Principal and Lead Designer **Jodi Mariano, PLA**, will lead urban design, area and site planning, and community character tasks, with support from Project Designer **Jill Troiani**. Spanish translation will be provided by **Benito Garcia, LEED AP B+C**.

## BAUER LATOZA

Bauer Latoza will serve as sub-consultant and lead tasks related to historic preservation, revitalization, architecture, and design. **Edward Torrez, RA, AIA, LEED AP BD+C**, president and principal of Bauer Latoza Studio, provides overall firm direction, in addition to design and business leadership. He sits on the Board of Advisors of the National Trust of Historic Preservation and served as a Commissioner for the City of Chicago Landmarks under Richard M. Daley.

## SMALL NATION

Small Nation will serve as sub-consultant and lead tasks related to best practices for main streets, think creatively and strategically about partnerships, and make recommendations to enhance the health and strength of the business mix in HWDM. **Jason Duff**, founder and CEO of Small Nation, will be directly involved in developing strategies for HWDM.

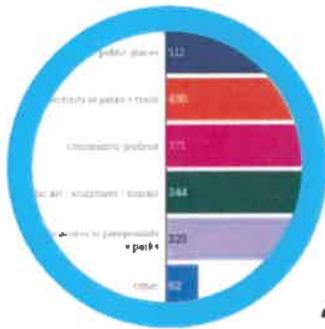


# 2 | Approach

Our team's efforts will be highlighted by effective community engagement, ensuring synergy between land use, zoning, design and development, detailed market analysis, economic sustainability and main street revitalization, and the use of asset based planning to build on previous plans.

## 1 BUILD AWARENESS + BUZZ

How do you get the word out about the planning process, engage the community, and raise awareness? Creative marketing and project promotion, of course. Print and digital avenues as well as placemaking activations will come into play to kick-off the planning process.

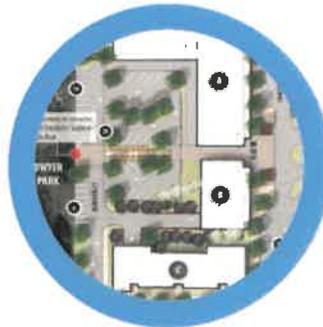


## 2 ASK + LEARN

Through stakeholder interviews, surveys, focus groups, and virtual and in-person community events we will focus on specific topics, questions, needs and opportunities. The findings of this collective feedback will then be merged with data and research to develop future strategies.

## 3 PRIORITIZE + VISUALIZE

With data, future projects, and consensus outlined, the next step is developing a clear direction with regards to policies, goals, and recommendations. Scenarios are developed for review and priorities drafted.



## 4 DESIGN + REFINE

Behind every good plan is a strategy that works. Teska works with residents, local leaders, developers, property owners, and non-profits to prepare near-term projects and phased actions to ensure steady progress towards goals. Actions need to focus on the immediate to carry momentum forward.

## 2 | Approach

### Project Engagement, Outreach, and Marketing

#### A Look Back, A Look Forward



Community engagement is the foundation to our team's approach to planning and will be critical to ensuring the Master Plan's vision is reflective of aspirations, needs, and opportunities. The 2016 Historic West Des Moines Master Plan integrated a variety of creative tools and successful events to connect with and learn from the community. Many of those same techniques will be applied to Master Plan Update, alongside newer techniques to further collaboration and consensus on key topics including design and revitalization.

The list of starter ideas (pages 5-6) and engagement focus areas (pages 7-9) that follow provide an overview of input avenues to invite and entice local residents and stakeholders to be a part of the Historic West Des Moines Master Plan Update -- recognizing that to truly engage the full community will require a mix of outreach methods, mediums, and marketing. As we embark on the plan, we look forward to adding additional context and intel to these approaches.

#### Starter Ideas

##### □ PLANNING AND ZONING COMMISSION + CITY COUNCIL

On-going check-ins with and updates to the Planning and Zoning Commission and City Council are fundamental to our process to ensure they are aware, engaged, and understand emerging themes and priorities as they take root.

##### □ STEERING COMMITTEE SESSIONS

Steady study sessions, information sharing, and interactive activities with the steering committee will take place at consistent intervals to hone in on plan topics, analysis findings, key questions, and next steps. These working sessions are instrumental in listening, learning, and collaborating with each other to help inform public-facing activities and events.

##### □ DESIGN GUIDELINES + VISUAL PHONE POLLS

An interactive design workshop and photo poll will be essential to generate input on the topic of design guidelines, as well as zoning -- two aspects which need to be completed by June 2022. Prior to engaging the public on these topics, we would connect with our steering committee to do real time polling with the results showcased and discussed in real time.

##### □ HVJF POP-UPS

Piggybacking onto existing community events as a way to connect and engage the public is a tried and true science. You engage with and hear from far more people when attending events such as the farmers market, jingle in the junction, or sidewalk sales than you do hosting a project specific workshop.



## 2 | Approach

### □ BUZZWORTHY COMMUNITY EVENT

As they say, “You gotta start strong!”... A community kick-off event will be planned to promote the plan and website, generate excitement, and start to circulate buzz. Creative marketing avenues and connecting with local partners will be important to get the word out across multiple channels and networks. Our steering committee will be an essential arm to further the project’s reach.



### □ THE FOUNDRY

Given that the new keyword in this plan is “update”, we want to mix-up the type and location of workshops to celebrate progress made since the original master plan was adopted in 2016. An event at The Foundry could be a great way to connect past to present, and invite folks to take part in the process



### □ MOBILE WORKSHOP KICKSTART

Getting folks in the right “headspace” is essential to quality feedback and participation. Given that much of the focus of this update considers the built environment, historic character, preservation and design, a mobile workshop that includes a historic field trip and education on preservation case studies could be a great fit and highly engaging. Our project partners, local businesses, and property owners would also be engaged to help coordinate.

### □ EDUCATING RESIDENTS + MAKING IT FUN

Outreach should provide residents with a foundation to learn. Big picture visioning is important, but so too is understanding how those possibilities can come to fruition through reality-based solutions. Education is integrated within our engagement processes to ensure consensus is not only reached, but is achievable.



### □ APPLYING TOOLS + TRANSPARENCY

Transparency via steady updates and ways to share (whether online, in-person, or at an event) is integral to ensuring representative feedback and plan success. Our approach ensures engagement is occurring throughout the planning process, showcasing the results of feedback and incorporating the community into the process.

### □ ACCESSIBLE ENGAGEMENT

Now more than ever, it is critical to revisit use of proven engagement tools and strategies, recalibrate which mediums are used (online, in-person) and emphasize partnerships with local leadership to reach all residents. Teska has been providing a healthy mix of digital, virtual, and in-person outreach mix well before a pandemic.



### □ INTERACTIVE WEBSITE + MAPPING

The project website will be an online resource to learn about the project and share feedback throughout the process. In addition to topic specific polls, comment tools, and email registration, an interactive mapping tool will allow the community to pin place-based suggestions and ideas directly to a map of the study area.

## 2 | Approach

### Connecting with the Community

#### SCHOOL FOCUS GROUPS

Teska engages students (from middle school to college) as part of nearly every project we take on! Younger students have excellent ideas on their community and tend to offer really valuable insights on connectivity of pathways and trails... whereas college students shine light on the places they want to live, work, and play.



Youth Sessions take place virtually and in-person to engage students, schools, sports, clubs, and parents.

*"We need connecting paths, especially in areas around Prestwick and Chelsea" - Student Focus Group as part of the Frankfort Comprehensive Plan. Activities: Visioning, Mind Mapping, Priority Voting and Mapping*

#### COFFEE + CONVERSATION

Whether connecting in person or sharing cups of virtual coffee, Teska engages with local organizations, businesses and non-profits as part of our upfront outreach, early in the process. Depending on the comfort of individuals, we have structured these as online zoom sessions with individuals and small groups, or larger business groups and chamber



Virtual Coffee + Zoom Sessions with local businesses, organizations, and stakeholders occur early in the process.

*"This new normal, might become the normal (working from home)--do we need this entire building? Start-ups don't need to be downtown" - Virtual Community Interviews as part of the Carrboro Connects Plan*

#### ENGAGEMENT BUCKETS

**In-Person:** From community workshops to dedicated focus groups and partner interviews, our in-person engagement and facilitation methods are considered, creative, inclusive and effective. Teska ensures concerns and aspirations are understood allowing for a depth of insight and collaborative ownership of plans.

**Virtual:** Innovative tools and virtual engagement helps to embrace a wide range of residents while ensuring steady, accessible communication, especially in response to CoVid-19. Teska provides a toolbox full of outreach options, best practice guidelines, and online poll / ideation platforms to bridge these challenging times.

**Hybrid:** The best of both! Our in-person tools are adapted for virtual platforms and our online tools, are translated to support in-person engagement. Whether conducting a focus group session, interview, workshop, survey, or visioning exercise, all of our engagement mediums embrace both in-person and online realms.

**Facilitation:** best brainstorming sessions are multi-dimensional. Mind mapping is a visual tool and facilitation process that synthesizes input, engages participants and generates new ideas. Teska uses mind mapping to get a quick handle on project pieces, partners and process and is ideal for focus groups, both in-person and virtual!



## 2 | Approach

### The Power of Technology

#### SHARING IS CARING

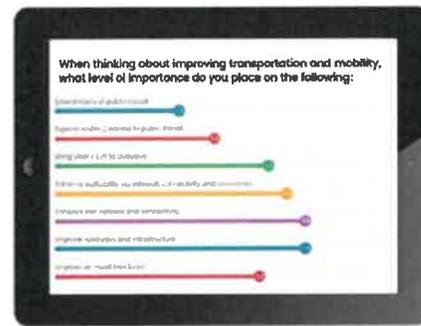
Let's talk social media! To promote of the plan and get the word out about the project website, workshops, pop-up events and local activations, a full suite of branded materials are designed and shared with staff, residents, and community partners for posting and marketing.



*Outreach Toolbox 101 - Fast Visuals are processed 60,000x faster than text. That is why developing meaningful outreach materials and infographics is so important. Our team works with you to design graphics to celebrate and amplify project messaging.*

#### SMART PHONE POLLING

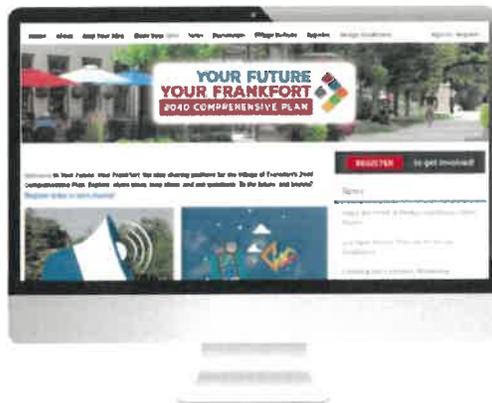
Throughout the project our team posts and host interactive phone polls, live strategy sessions, and surveys to engage, build consensus and showcase transparency. From charts and ideation wordles, to specific priorities and recommendations, results are then shared via multi-media marketing channels.



*"What do you love about your community? What are some of the strongest assets?" - Live Smart Phone Polling and Big Picture Visioning takes place as part of a Virtual Workshop for the Beecher Comprehensive Plan*

#### WEBSITES

Our interactive websites are custom built to meet project needs and evolve over the course of the project with new tools and updates. Project websites serve as a way for folks to learn, engage, share, and ask questions at a time/place that works for them.



#### DIGITAL COMMUNICATION

Project newsletters, eblasts, and website tools integrate graphically rich, interactive documents, tools, and PDFs to maximize engagement. Materials may include videos, narrated highlights, outreach themes, and infographics to provide an engaging experience.



## 2 | Approach

### SOCIAL MEDIA MARKETING

Effective marketing starts with great graphics, key questions and on-point messaging. Once these components are in play we work with staff and project partners to outline a promotion timeline that connects with existing social media and outreach events.

### INFOGRAPHICS

These creative and compelling visuals help communicate information and complex topics clearly. In addition to guiding readers' eye, infographics improve cognition and memory retention! Teska is a big proponent of the use of visual data within our projects.



### RENDERINGS

Seeing is believing. Renderings showcase development scenarios, project recommendations, and help build consensus. They bridge both data and outreach to celebrate input, analysis and budget considerations.

### MIND MAPPING

Mind mapping embraces the way we are wired. It is a visual tool and process that synthesizes input, engages participants, improves memory retention, and generates new ideas. This tool is great for focus groups, steering committee ideation, and community events.



## 2 | Approach

### Project Understanding

The City of West Des Moines, Iowa is seeking to update the Historic West Des Moines Master Plan. The Master Plan was originally accepted by City Council in September 2016. The community has been actively implementing elements of that plan over the past 5 years, and it is time to take a step back and see what worked well, what didn't pan out as anticipated, and what we should be thinking of for the future. In particular, the effort will focus on:

- **Re-engaging residents** and the business community in a conversation about HWDM – where we are today and where we would like to go in the future. The effort will focus on creating a shared vision for HWDM that is both aspirational and realistic.
- **Develop design guidelines and zoning regulations** to implement the desired vision for the area. We understand there has been some concern regarding the design of some recent buildings, and it is certainly important to consider the area's historic character and how new development respects and blends with that. The zoning provisions and accompanying design guidelines will provide developers with a clear understanding of what the community would like to see and how renovations and new construction can be designed to weave into the fabric of both residential and commercial areas.
- **Set the stage for continued success** by understanding and implementing best practices in both neighborhood and Main Street revitalization and resiliency. HWDM is a special place both within the community and the region. Efforts will be focused on maintaining that unique character while accommodating appropriate change and evolution to keep it fun, friendly, and fresh.
- **Practical solutions to functional issues** like parking, pedestrian and bike access and circulation, and reuse of upper story spaces.
- **Market responsive solutions** that identify local opportunities for reuse/redevelopment that fit within the context of HWDM.

### Opportunities and Constraints

#### BUILDING ON UNIQUENESS

Historic West Des Moines is a special place – full of unique shops, restaurants and other businesses that are surrounded by a charming and diverse neighborhood. This area is the oldest part of the community, and with that comes challenges of property maintenance and renovation.

#### NEED FOR BALANCE AND COHESION

The area is home to many ongoing and annual events that draw visitors from throughout the region. Yet these events sometimes cause challenges when parking, traffic and other issues spread into the surrounding neighborhood. The area is very popular, with strong demand for both housing and commercial space. That demand has and continues to produce demand for redevelopment. However, redevelopment must fit the scale, feel and character of HWDM. Design guidelines and zoning tools are needed ASAP to allow appropriate development to proceed in a way that enhances overall community character while accommodating growth.

#### STRENGTH IN DIVERSITY

HWDM is diverse, the home of residents from many cultures and backgrounds. This planning effort must go the extra mile to reach all populations and find solutions that promote equity and benefit to everyone.

**“REDEVELOPMENT  
MUST FIT THE  
SCALE, FEEL AND  
CHARACTER OF  
HWDM.”**

## 2 | Approach

### Working Relationships

#### CONNECTIVITY CHALLENGES

Our planning work is built from the community – requiring close interaction throughout the planning process. Here’s how we envision the working relationships with key groups during the planning process:

##### City Staff:

We will work closely with City staff throughout the planning process to share insights and ideas, maximize community input, and ensure that the plan addresses all issues identified in the RFP. We recommend establishing a regular ‘check-in’ every couple of weeks to discuss plan progress, identify any challenges, and generally keep the project on-track. This would typically be done via Zoom, Teams, or other agreed conferencing format to allow sharing of screens and clear communications. This schedule may be adjusted to accommodate in-person meetings when the consultant team is in town for Steering Committee meetings or community workshops.

##### Master Plan Steering Committee:

The Steering Committee will be critical to assisting the team in establishing the plan vision, and in engaging the community in plan development. We have proposed 8 Steering Committee meetings throughout the planning process. These would typically be every other month but would switch to monthly for a period next spring when we are in the heart of making plan recommendations. These meetings would be held in-person and within the study area. If needed, we could do these meetings in a hybrid format, allowing remote participation.

##### Planning and Zoning Commission and City Council:

It will be important to keep both the Planning and Zoning Commission and the City Council informed throughout the planning process. The scope of services includes the following touchpoints:

- Two (2) Joint City Council/Planning & Zoning Commission meetings, one early in the process to review scope and encourage participation, and one to review key plan recommendations.
- Two (2) public hearings on the design guidelines/zoning ordinances amendments in June/July 2022.
- A Planning & Zoning Commission meeting to review the draft plan and conduct a public hearing if desired.
- A City Council meeting to review and accept the plan.

##### Historic Valley Junction Foundation (HVJF):

The HVJF was very instrumental in encouraging involvement and support from the business community in development of the 2016 plan and should play a similar role in this plan update. We will work with HVJF to schedule focus groups and/or interviews with business owners, communicate plan progress and solicit participation from Foundation members, and identify and facilitate pop-up participation in community events.

##### Neighborhood Organizations:

The involvement of local neighborhood organizations is critical not only in plan development, but in plan implementation. While we will rely on Steering Committee members to engage their own organization in the planning process, the Teska Team also plans to go directly to at least one meeting of both neighborhood organizations within HWDM. We will also be providing them with social media posts and other materials that can be used to spread the word about community workshops and other avenues to provide input into plan development.

## 2 | Approach

### Budget Controls

#### TESKA HAS A PROVEN TRACK RECORD

Teska has a proven record of completing projects on time and on budget. We invoice monthly based on work completed, with a close look at tasks completed and tasks yet to accomplish. If it appears that certain early tasks required more time than anticipated we will bill only for the budgeted time, placing remaining accumulated hours on hold. Once the draft plan is completed and we are confident that all key tasks are completed, we will either bill or write-off those on-hold hours depending on if funds remain in the total project budget.

We also know that things often come up during a project like this - perhaps an additional meeting or outreach opportunity or a need for additional drawings to clarify a plan concept. We have proposed a 5% contingency to cover such situations. If the City requests additional tasks that can not be covered by this contingency, we would outline a specific scope and budget for these additional items and agree in writing before beginning any additional work outside the scope included in this proposal.

Expenses for travel will be kept to a minimum by careful scheduling of trips to cluster meetings, workshops, etc. Expenses will be charged at cost, with no markups.

#### IMPLEMENTATION ORIENTED

Implementation tasks must be focused on accomplishing the outcomes established in the plan. Further, they must be within the bounds of the local and regional real estate markets, and the capacity of the community to manage to completion. A laundry list of too many actions, spread over too many actors, and on a short time frame will not succeed. The plan must realistically set short, middle, and long-range actions; establishing priorities and reflecting the true cost and effort to bring them to fruition. Our team understands that successful implementation is a balance between numerous interests, projects, and essential services.

# 3 | Scope

**In this section we highlight points of our approach and work tasks that shall take place. We look forward to further refining and detailing the work plan herein with staff.**

## Phase 1

### Community Engagement

This is a plan for a specific area of West Des Moines, and it should be driven by the community. Every effort will be made to hear from all voices within the residential neighborhood and the business district through a wide variety of outreach efforts noted in the approach section. Key components of this outreach will include:

**1.1. Steering Committee:** Interactive meetings with the Master Plan Steering Committee (8 meetings planned). Meetings will be led by the Teska Team – but the clear focus is on hearing from the community regarding the dreams, hopes and vision for this special area of West Des Moines.

**1.2. Project Website + Marketing:** A project website is an essential planning tool to allow anyone with interest to quickly understand what the planning effort is about and how to get engaged. It provides an opportunity to provide direct input, see what others have suggested, and track the planning effort. The website will be mobile friendly and easy to navigate. Marketing, in the sense of letting the community know about the project and how they can get involved, is another critical component of engaging the community. This effort will be done throughout the planning process. Marketing will take many forms, from project cards and posters to social media posts, press releases, and much more.

**1.3. Interviews/Focus Groups:** There is nothing like one-on-one or small group conversations to gain a quick understanding of key issues and concerns. This effort will involve connecting with business owners, developers/property owners, neighborhood groups, and others interested in HWDM. While most interviews/group discussions will occur early in the planning process, a few groups will occur later in the process when focused on specific plan elements like zoning, bicyclist access, and implementation.

**1.4. Community Workshops:** A series of community workshops are planned to bring people together to plan the future of HWDM. It is assumed that these would be in-person events – but they could be done in a hybrid or all on-line format if required. We will work closely with the Steering Committee to refine the content of these workshops, but our initial thoughts would include:

**1.4.1. Best Practices:** A presentation on what is working well in other comparable communities – both regarding traditional Main Streets (5th Street in the case of HWDM) and neighborhoods. We plan to bring in the folks from Small Nation to share some of their wisdom gained in transforming downtowns to assist with this effort. This workshop will also engage the audience to learn of other examples they have seen which may have applicability to HWDM.

**1.4.2. Design Guidelines & Zoning:** This workshop will likely include a visual preference survey to explore different architectural and design elements that should be addressed in the guidelines. It will also look at typical zoning issues such as setback, coverage, building height, etc.

**1.4.3. A Vision for HWDM:** This session will focus on how HWDM should change and evolve over the next 5 to 15 years. Participants will engage in a variety of exercises designed to identify key priorities and areas for further study and refinement.

**1.4.4. HWDM 2.0:** This workshop will include a review of the draft plan, verifying if we have properly documented the desired direction for HWDM. We will also seek input on priorities and identify resources that may aid in achieving the plans vision.

### 3 | Scope

**1.5. Planning & Zoning Commission/City Council:** It will be critical to make sure that key City elected, and appointed officials stay involved in the planning process for HWDM. The scope integrates key check-in points early and during the planning process to keep them informed and seek input, as well as meetings at the end of the process for necessary project approvals.

**1.6 HVJ Ambassador Program (optional)**  
Community Engagement From the Community: Teska will work with the City to identify 2-4 community ambassadors who would be ideal in helping to further engagement to specific groups of folks who are local or attend events, but don't typically engage.

#### WHAT DOES A COMMUNITY AMBASSADOR DO?

- Ambassadors collect experiences and insights from their neighbors and community resources to provide Historic Valley Junction with a broad community perspective to help inform priorities and initiatives.
- Serves as a point of contact at public and community events on behalf of the Project
- Promotes the project, shares information, engages their circle to share and attend events
- Assists with managing engagement based on their strengths, skills, experience, and availability

#### YOU ARE AN IDEAL CANDIDATE TO BECOME AN AMBASSADOR IF YOU...

- Have experience living or working in Valley Junction and/or the surrounding area
- Are curious about other people's perspectives and interested in outreach to discover solutions
- Bring a positive and constructive approach to offering perspective so we can learn from each other



## 3 | Scope

### Phase 2

#### Historic West Des Moines Today

While the basic character of HWDM has not changed dramatically since the 2016 study, there are some critical issues that need to be examined in more detail in planning for the next 5 to 15 years. This effort will assess where HWDM is today and help to identify opportunities for the future through market analysis and examination of best practices. Specifically, the Teska Team will complete the following.

#### **2.1. Parking Analysis and Recommendations:**

Conduct a detailed analysis of existing parking conditions in and around the commercial/business district, including available on and off-street spaces and parking utilization (parking available by location, particularly at peak times). This evaluation will also examine future parking needs and propose ways to address those future needs.

A separate memorandum report will be provided that documents existing parking and utilization, required parking based on existing requirements, and suggested ways to address any parking deficits now or anticipated in the future. A summary of this report will be included in the final Master Plan.

If parking issues within the residential neighborhood are identified during the community engagement effort, recommendations will also be provided to address these concerns.

**2.2. Market Analysis:** This effort will examine demand for new commercial development within the HWDM study area. It will identify anticipated target businesses, that would fit in the area given the physical and economic conditions of HWDM.

**2.3. Residential Mix and Housing Analysis:** This effort will be focused on gaining a detailed understanding of the mix of residential styles and densities currently in HWDM while addressing rental vs. owner occupied and detached/attached/multi-family rental mix and conditions. It will identify targeted populations of this area, and what type of housing products that would be needed for those targets.

This effort will also be utilized to assist in defining design guidelines for new or renovated residential development and assist in determining opportunities for new housing within the study area.

**2.4. Land Use Analysis:** This study will look at overall mix of land uses within the study area and suggested changes where appropriate. Land use changes may be suggested in areas that are under-utilized, in poor condition, vacant or exhibit some type of land use incompatibility. Opportunities for appropriate mixed-use development (either vertical or horizontal) will also be explored.

**2.5. Building Analysis:** This effort will be led by Baur Latoza Studio, and will examine the historical character of the area, residential and commercial architectural styles and scale, and general building conditions. It will also include a review of upper story space and the challenges and opportunities that go along with those unique areas. Recommendations for potential preservation and reuse of existing building will be included in this effort.

**2.6. Property Maintenance Analysis:** This effort will involve a visual inspection of the study area to evaluate property maintenance. Best practices for promoting and encouraging good property maintenance will be provided, along with specific recommendations to address any issues that are identified.

**2.7. Comparative Study & Best Practices:** This task will involve examining best practices in both neighborhood and commercial area enhancement and revitalization. Examples from both within the region and the Midwest will be provided of comparable communities to the HWDM area. Small Nation will have a significant role in this effort.

## 3 | Scope

### Phase 3

#### Vision

This phase will answer the critical questions of how HWDM should evolve over time, and what steps should be made to enhance and protect the areas existing character. Specific areas to be examined include:

**3.1. Design Guidelines:** This task will include creation of guidelines that will be used to communicate to the development community the nature, style, and character of development desired in HWDM. These guidelines will be used by the City in plan review to assess compliance. Guidelines will be based on a shared set of values identified through preference surveys and input from the community. The guidelines will be specific enough to provide good direction while still allowing for creativity in design and execution. The guidelines will address such elements as scale, building placement, architectural style, building height, site landscaping, lighting, parking, outdoor seating, and other design elements relevant to both residential and commercial development, both new and renovations/expansions. Given development interest, this effort will be addressed early in the plan development process. The guidelines will be critical and ensuring that new construction and renovations blend with the existing character of the Neighborhood.

**3.2. Zoning Recommendations:** This effort will involve a close examination of existing zoning, working with staff to identify challenges they have experienced in applying the existing regulations within HWDM, and review and suggestions of appropriate zoning mechanisms that will facilitate desired development patterns. This effort will examine opportunities for both form-based, and more traditional (Euclidean), and hybrid zoning techniques to determine the appropriate solution to address concerns and opportunities throughout the study area. Where helpful, illustrations will be provided to help communicate the zoning requirements. The result of the analysis may be creation of new zoning districts or modifications to existing regulations. Like the design guidelines, this effort will be accelerated in the planning process to provide guidance to active developers in the area.

**3.3. North Expansion Opportunities:** A detailed analysis of the needs, if any to expand the commercial district, into the 400 and 500 blocks of 5th Street will be completed. This effort will examine potential development opportunities based on the market analysis. If additional opportunities are identified, this task will examine how those market opportunities would fit within these blocks, including the impact of such issues as parking and compatibility with the surrounding neighborhood.

**3.4. Railroad Avenue Corridor Opportunities:** This task will analyze current land uses along Railroad Avenue and provide specific recommendations and guidelines that would allow redevelopment/renovation of the commercial properties while respecting the interface with adjacent residential properties. This effort will include sketches and photographs to illustrate what proposed development would like on each defined opportunity site.

**3.5. Encouraging Continued Investment:** Specific recommendations on how to maintain viability and encourage continued investment in or redevelopment of existing commercial and residential areas will be addressed in this task. This effort will include examining a range of potential solutions from education to financial incentives such as grant or loan programs.

**3.6. Upper Story Recommendations:** This effort, led by Baur Latoza, will examine existing upper story spaces along 5th Avenue, and opportunities for enhanced utilization. The effort will examine impediments to redevelopment and ways to address those challenges.

## 3 | Scope

**3.7. Master Plan Graphics:** A graphic master plan will be developed to show key plan recommendations. This overall plan graphic will be supplemented with sketches and photographs as appropriate to communicate the envisioned character and vision of HWDM as the area continues to evolve and redevelop.

**3.8. Complete Streets:** Strategies on how to enhance the pedestrian and bicyclist experience through complete streets, including streetscape and landscape improvement and how to better connect with the area south of Railroad Avenue will be provided. While some recommendations from the 2016 plan have been implemented in this regard, other solutions need to be reconsidered to maximize the areas potential for all modes of access.

## Phase 4

### Implementation

**4.1. Funding Sources:** Often, redevelopment requires a 'stacking' of various funding sources to make a project economically viable. This effort will examine both public and private sources of funding that can be tapped to assist in plan implementation. Development of examples of grants, incentive programs, tax incentives, and other possible funding sources that might be appropriate for the area will be identified in this task.

**4.2. Socio-Economic Implications:** An analysis of the socio-economic implications of policy and regulations that are proposed for implementation. This effort will outline strategies to address any anticipated socio-economic impacts of redevelopment and offer strategies to address such impacts.

**4.3. Priorities and Partnerships:** The plan will include numerous recommendations to enhance HWDM. This task will prioritize these efforts, providing focus and identification of the partnerships and resources needed to carry the plan's vision forward.

**4.4. Plan Draft and Formatting:** This final task will focus on creating a complete document that summarizes the planning process and key plan recommendations. The plan will be highly graphic, utilizing illustrations, graphics, photographs, and other approaches to present recommendations in an easy to understand and compelling manner. An Executive Summary will also be provided. Two sets of revisions to the initial draft are anticipated – and initial round of edits based on staff and steering committee review, then a final set of edits based on the public hearing and formal review by the Planning and Zoning Commission and City Council.

# 4 | Budget

## Budget Proposal

PHASE	MIKE	ERIN	SR. ASSOC.	ASSOC.	COST
Hourly Rates	\$160	\$130	\$120	\$110	
<b>1. COMMUNITY ENGAGEMENT</b>					
Steering Committee	50	32	0	0	\$12,160
Website + Marketing	2	60		24	\$10,760
Interviews/Focus Groups	28		0		\$4,480
Community Workshops (SN, BL)	38	38		38	\$15,200
Planning Commission/City Council	46				\$7,350
<b>SUBTOTAL</b>					\$49,960
<b>2. HWDM TODAY</b>					
Parking Analysis (3)	6	0	0	35	\$4,810
Market Analysis (11, 12, 13)	35	0	0	30	\$8,900
Residential Mix and Housing Analysis (8, 17, 9) (BL)	30	0	0	25	\$7,550
Land Use Analysis (10)	8	0	10	10	\$3,580
Building Analysis (16, 9) (BL)	2	0	0	0	\$320
Property Maintenance (18)	12	0	0	20	\$4,120
Comparative Study + Best Practices (20, 21) (SN)	4			18	\$2,620
<b>SUBTOTAL</b>					\$31,900
<b>3. VISION</b>					
Design Guidelines (1) (BL)	16	22		24	\$8,060
Zoning Recommendations (2)	32			30	\$8,420
North Expansion Opportunities - 400 & 500 Block (4)	18			22	\$5,300
Railroad Avenue Corridor Opportunities (7)	18	0	24	16	\$7,520
Encouraging Continued Investment (6)	18	0	0	10	\$3,980
Upper Story Space Recommendations (14) (BL)	3	0	0	0	\$480
Master Plan Graphics (15)	6		24	44	\$8,680
Complete Streets / Bike / Ped Recommendations (22)	14	0	0	25	\$4,990
<b>SUBTOTAL</b>					\$47,430
<b>4. IMPLEMENTATION</b>					
Funding Sources (19)	12	0	8	10	\$3,980
Socio-Economic Implication (23)	18	0	0	10	\$3,980
Priorities and Partnerships	18	0	0	10	\$3,980
Plan Drafting and Formatting	40	14	0	60	\$14,820
<b>SUBTOTAL</b>					\$26,760
Teska Staff Hours	464	166	66	461	\$156,050
Expenses	24	350			\$10,000
BAUER LATOZA total (BL)					\$30,000
SMALL NATION total (SN)					\$11,500
Contingency					\$10,000
<b>Project Total</b>					<b>\$217,550</b>

**Note:** Hours listed are for Teska staff only.

BL = Tasks where Bauer Latoza will have a significant role

SN = Tasks where Small Nation will have a major role.

# 5 | Timeline

## Proposed Project Timeline

The chart outlines the anticipated timeline for the project. All noted staff in this proposal are available to complete the required tasks for the Historic West Des Moines Master Plan Update within the noted time frame. The timing of various activities is indicated on the timeline below. Additional community engagement as determined by the project team and City staff will be ongoing throughout the planning process. *NOTE: (#) indicates reference to items listed in the RFP under scope of Work.*

PHASE	2021				2022											
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
<b>COMMUNITY ENGAGEMENT (5)</b>																
Steering Committee																
Project Website + Marketing																
Interviews / Focus Groups																
Community Workshops																
Planning Commission / City Council																
<b>HWDM TODAY</b>																
Parking Analysis (3)																
Market Analysis (11, 12, 13)																
Residential Mix and Housing Analysis (8, 17, 9)																
Land Use Analysis (10)																
Building Analysis (16, 9)																
Property Maintenance (18)																
Comparative Study + Best Practices (20, 21)																
<b>VISION</b>																
Design Guidelines (1)																
Zoning Recommendations (2)																
North Expansion Opportunities - 400 & 500 Block (4)																
Railroad Avenue Corridor Opportunities (7)																
Encouraging Continued Investment (6)																
Upper Story Space Recommendations (14)																
Master Plan Graphics (15)																
Complete Streets / Bike / Ped Recommendations (22)																
<b>IMPLEMENTATION</b>																
Funding Sources (19)																
Socio-Economic Implications (23)																
Priorities + Partnerships																
Plan Drafting + Formatting																

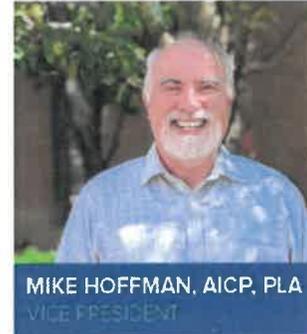
### SELECTED EXPERIENCE

Mr. Hoffman brings to his clients a blend of planning and landscape architecture experience. This combination of skills enables him to serve the needs of both municipal governments and private developers. Prior to joining Teska Associates, Inc. in 1990, he held positions with J.T. Dunkin & Associates, Inc. in Dallas TX, and with the City of Allen TX.

Project management experience includes leading multi-disciplinary teams and facilitating local advisory committees with a goal of development of inventive solutions built on consensus.

Mr. Hoffman's municipal planning assignments have focused on the development of planning tools to direct and manage the growth of small and mid-sized communities and counties. His recent assignments have included comprehensive plans for Dubuque, IA and Cape Girardeau, MO, the historic West Des Moines Master Plan, a new zoning ordinance for Olympia Fields, and development plan review in Morris and Kankakee, IL.

Mr. Hoffman has had a wide variety of responsibilities in land planning and landscape architecture, including site analysis, design and presentation. For both municipalities and for private developers, he has designed civic, commercial and residential land plans and landscape improvements. His recreational assignments have ranged from detailed design of sports complexes to the conceptual design of a four-hundred acre green belt park, and several park and recreation master plans.



### EDUCATION

**B.L.A. Landscape Architecture**  
University of Illinois (Urbana)

**M.B.A. Business Administration**  
Texas A & M University

National Charrette System  
Certificate Training

### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners  
American Planning Association  
Lambda Alpha International  
State of Illinois, Registered Landscape Architect (License No. 157-001160)

### SPEAKING ENGAGEMENTS

- Community Engagement: From the Mississippi Delta to Dubuque, 2018 APA National Conference
- New Voices, New Ideas: Engaging the Whole Community, 2017 APA Upper Midwest Conference
- Best Practice for Tourism Planning, 2017 IML
- The Importance of the Plan in TIF, 2016 IML
- Economic Development in Small Towns, 2015 Illinois APA
- Assessing the Cost of Development, Chicago Metro APA Seminar
- Smart Growth Regulations, Illinois APA
- Planned Development, Chicago Metro APA

### CIVIC ACTIVITIES

Board Member, New Life For Haiti  
Past Chairman, Mt. Prospect Plan Commission  
Past Chairman, Downtown Mt. Prospect Redevelopment Committee  
Co-Director, Joliet Cares



### SELECTED EXPERIENCE

People Place Planner + Creative Strategist · Erin creatively engages communities using her experience in planning, communication and interactive design. Grounded in the basics of solid planning and community engagement, and brought to life via dynamic visuals and storytelling, her abilities span from data visualization, web design, and online outreach to in-person workshop facilitation, youth engagement, and mind mapping. By merging the application of outreach mediums with creative thinking, Erin builds project momentum and ensures processes and plans are inviting, inclusive, and inspired.

Recent projects include the Frankfort Comprehensive Plan (APA-IL Daniel Burnham Award for Comprehensive Plan), Imagine Dubuque Comprehensive Plan (APA-IA Outreach Award Winner), Wicker Park Bucktown Master Plan (APA-IL Outreach Award Winner), Winnetka Downtown Master Plan, Historic West Des Moines Master Plan, Park Ridge Comprehensive Plan (outreach), and Lincoln Square Master Plan (outreach). Erin also serves as the planner for the Village of Deer Park, Illinois.

Erin graduated from the University of Illinois, Urbana-Champaign, with a Bachelor's in Urban Planning. She is an active member of the American Planning Association Illinois Chapter and serves as the Advisory Board Co-Chair for The Wabash Lights, a non-profit public arts initiative on the Wabash Avenue elevated train tracks in Chicago's loop.



ERIN CIGLIANO, AICP  
PRINCIPAL

### EDUCATION

**B.U.P. Urban Planning**  
University of Illinois (Urbana)

**Edward Tufte Design Training:**  
Presenting Data and Information

### PROFESSIONAL AFFILIATIONS

AICP | American Institute of Certified Planners  
APA | American Planning Association  
AIGA | American Institute of Graphic Artists

### SELECTED SPEAKING ENGAGEMENTS

Creative Community Revitalization + Strategic Financing | APA National Conference | 2019  
Design + Layout Training | Champaign County Regional Plan Commission | 2018  
APA-Chicago Metro Section | Beyond the Meeting Panelist | 2018  
UIUC Wetmore Visiting Practitioner | Art + Zen of Creative Engagement | 2018  
New Voices, New Ideas | APA Upper Midwest Conference Session | 2017  
Information Architecture: Moving Beyond the Template | 2017 APA-IL  
Zoning 101 - Making Documents User Friendly | 2016 IML  
Using Video + Visuals to Tell Your Story | 2015 IML and APA-IL

### SKILLS + PROGRAMS

+ Adobe Creative Suite: Illustrator, Photoshop, InDesign, AfterEffects  
+ Mindmapping | Graphic + Verbal Facilitation | Photography | SketchUp | Print Production  
+ Video: Stop Motion Animation | AfterEffects | Windows Movie Maker | iMovie

### CIVIC ACTIVITIES

The Wabash Lights | Advisory Board Co-Chair  
2018 Marketing Chair/Designer for the APA-IL State Conference  
2016 Marketing Chair/Designer for the APA-IL State Conference  
2014 Marketing Chair/Designer for the APA-IL State Conference



**SELECTED EXPERIENCE**

Since joining Teska Associates Inc. In 2018, Emma has worked on a variety of projects including comprehensive plans, feasibility analyses, zoning updates, and assistance with on-going municipal services and consulting. She enjoys using her skills in data analysis, community assessment, mapping, and research to fully understand communities and plan for their futures. Emma has also developed and refined her design skills alongside her planning experience. Her abilities allow her to produce engaging outreach materials, effective project branding, compelling data visualization, and unique plan design.

Prior to joining Teska, Emma started her career at the Chicago Metropolitan Agency for Planning (CMAP) where she completed a year-long Local Planning internship while completing her graduate degree at DePaul University. In this role, she assisted staff with providing technical assistance to municipalities and non-profit partners throughout the Chicago Region.

Emma holds a Bachelor's degree in Environmental Studies and Geography with a certification in Geographic Information Systems from DePaul University (2017) and a Masters in Sustainable Urban Development from DePaul University (2018).

Emma is an experienced user of the Adobe Creative Suite, including Illustrator, InDesign, and Photoshop, as well as ESRI mapping software, including ArcMap Desktop and ArcGIS Online, and SketchUp Pro. Emma also assists with Teska's digital marketing and social media management.



EMMA SWANSON  
ASSOCIATE

**EDUCATION**

**M.A. Sustainable Urban Development**  
DePaul University

**B.A. Environmental Studies and Geography**  
*Certification in Geographic Information Systems*  
DePaul University

**PROFESSIONAL AFFILIATIONS**

Member, American Planning Association

**REPRESENTATIVE PROJECTS**

**Your Future, Your Frankfort 2040 Comprehensive Plan Update**  
**Franfort, IL**  
Role: Planner  
Project Tasks: Engagement, Existing Conditions Analysis, Mapping, Document Text, Plan Design

**Enhance Downtown Morris Master Plan**  
**Morris, IL**  
Role: Planner  
Project Tasks: Project Branding, Engagement, Mapping, Document Text, Plan Design

**City of Lockport Comprehensive Plan**  
**Lockport, IL**  
Role: Planner  
Project Tasks: Engagement, Mapping, Plan Design

**On-going Municipal Services**  
**Kankakee, IL**  
Role: Planner  
Project Tasks: Zoning Review, Zoning Amendments, Administrative Document Creation

**City of Kankakee Downtown & Riverfront Design Guidelines**  
**Kankakee, IL**  
Role: Planner  
Project Tasks: Mapping, Document Text, Plan Design

**2019 & 2020 Wicker Park Bucktown SSA #33 Annual Report**  
**Chicago, IL**  
Role: Designer  
Project Tasks: Infographics + Document Design

**City of Kankakee Land Bank Feasibility Study**  
**Kankakee, IL**  
Role: Planner  
Project Tasks: Mapping, Interactive Web-map Creation, Report Text



**SELECTED EXPERIENCE**

A registered landscape architect with a design addiction and passion for people places, Jodi has led Teska's urban design practice for 15+ years. The practice is comprised of creatives in the fields of landscape architecture, community planning and public outreach. Jodi's work focuses on community engagement designed to guide the planning and development of public spaces, such as streetscapes, parks and plazas.

Jodi has directed public processes which have resulted in useful master plans, successful funding applications and dynamic implementation projects. Her professional responsibilities range from concept planning through design, construction phase services, development approval and project installation.

Her proficiency with a wide range of graphic techniques, including hand drawings and computer generated graphics, allow her to craft effective and efficient communication techniques. Her technical experience enables her to produce dependable high quality construction documents.

Prior to joining Teska Associates, Jodi worked for a Chicago engineering firm on high profile infrastructural projects, developing her interest in blending vibrant community based design with functional infrastructure needs.

Jodi is an instructor at the Joseph Regenstein, Jr. School at the Chicago



JODI MARIANO, PLA  
PRINCIPAL

**EDUCATION**

**B.A. Landscape Architecture**  
University of Illinois (Urbana)

**M.A. Architecture**  
University of Illinois (Chicago)

**PROFESSIONAL AFFILIATIONS**

State of Illinois, Registered Landscape Architect, License No. 157-001062  
CLARB, Certified Landscape Architect, No. 4570  
Member, American Society of Landscape Architects  
Instructor, Joseph Regenstein, Jr. School, Chicago Botanic Gardens  
Member, Women's Transportation Seminar

**REPRESENTATIVE PROJECTS**

Public Places

Fountain Square Plaza (Evanston, IL); Ainslie Arts Plaza (Lincoln Square, Chicago, IL); Wilmette Library (Wilmette, IL); Gibbs Morrison Cultural Center (Evanston, IL); Englewood Trail (Chicago, IL)

Schools + Campuses

Northwestern University (multiple assignments at the Evanston + Chicago Campuses); Seth Paine School, May Whitney School (Lake Zurich, IL); Glenbrook South High School Outdoor Classroom (Glenview, IL)

Downtown Streetscapes

Cities of Evanston, Kankakee + Lockport; Villages of Wilmette, Glencoe, Winnetka, Lake Bluff + Lemont

Gateway + Wayfinding Signage

Villages of Wilmette, Winnetka, Glencoe, Glendale Heights, Orland Park; Cities of Kankakee, Lockport

Parks - Urban Agriculture

Garden Park, Harbert Park (Evanston, IL); Apache Park (Des Plaines, IL); Talking Farm (Skokie, IL); Growing Home (Englewood, Chicago, IL)



## EDWARD TORREZ, Principal AIA, LEED AP BD+C

Edward Torrez, President and Principal of Bauer Latoza Studio, provides overall guidance and firm direction, in addition to design and business leadership. He is responsible for the management of large-scale public and private sector projects. He serves as an Advisor to the National Trust of Historic Preservation and acted as a Commissioner for the City of Chicago Landmarks under Richard M. Daley. Edward has provided historic preservation consulting and leadership to communities throughout Chicagoland and beyond.

### SELECTED PROJECTS

Kinzie-Pilsen Industrial Context Statement  
*City of Chicago Dept. of Planning & Development | Chicago, Illinois*  
Assessment of historical industrial resources and significant "character buildings" in Kinzie and Pilsen Industrial Corridors, and evaluation of potential updates to special land use designation

Pilsen Historic Landmark District Report  
*City of Chicago - Dept. of Planning and Development | Chicago, Illinois*  
Developed historic context, narrative, property listing, and graphics for the Pilsen Historic District local landmark designation report. Primary and secondary research supported the criterion for listing of both the architecture and extant murals in the district.

Positioning Pullman Plan  
*AIA | Chicago, Illinois*  
Historic planning as part of a design charrette for the national monument Pullman District including an inventory of historic buildings and recommendation for future use. Adapted as basis of Pullman National Monument Visitor Center and Site Design.

City of Lockport Downtown Master Plan  
*City of Lockport | Lockport, Illinois*  
Downtown master plan focusing on redevelopment opportunities including market analysis, historic preservation planning, streetscape and urban design, and design guidelines for the historic district along the I&M Canal

East Chicago Downtown Assessments  
*City of East Chicago | East Chicago, Indiana*  
Assessment services for six properties in the Harbor District of Downtown East Chicago, Indiana to determine eligibility of the properties for restoration and future use as part of a future master plan for the city

Uptown Square Historic District  
*City of Chicago - Dept. of Planning and Development | Chicago, Illinois*  
Developed context, narrative, property listing, and graphics for the Uptown Square Historic District local landmark designation report. Primary and secondary research supported the boundary designation and criterion for listing.

Marktown Historic Revitalization Plan  
*City of East Chicago | East Chicago, Indiana*  
Redevelopment and revitalization plan for the Marktown Historic District including a historic resources survey, concept plan scenarios, and strategy for implementation

Winnetka Design Guidelines  
*Village of Winnetka | Winnetka, Illinois*  
Architectural and site design guidelines for three commercial districts within the Village of Winnetka, focusing on commercial, institutional, and multi-family residential buildings.



### PROFESSIONAL REGISTRATION

Architect: Illinois  
Self-Certified Architect: City of Chicago  
LEED Accredited Professional by the United States Green Building Council  
Registered Energy Professional

### EXPERIENCE

35 years practicing architecture and historic preservation  
25 years practicing architecture, historic preservation and planning at Bauer Latoza Studio  
Professional Qualification Standards  
36 CFR Part 61: Historic Architecture  
Languages: English and Spanish

### EDUCATION

Bachelor of Architecture; University of Illinois, Urbana-Champaign

### AFFILIATIONS

Grant Park Advisory Council: Committee on Arts, Markers & Monuments  
National Trust for Historic Preservation, Advisor  
City of Chicago Landmarks, Past Commissioner  
Environment Transition Committee for Chicago Mayor Lori Lightfoot  
Arquitectos Chicago, Past President  
American Institute of Architects (AIA)  
AIA Chicago, Past Officer  
AIA National Diversity, Past Chair  
Association for Preservation Technology, Member

**BauerLatoza**  
STUDIO

## ANDREA TERRY, Principal RA, LEED AP

Andrea Terry leads the Bauer Latoza Studio team's renovation efforts with her broad experience and training in historic preservation and adaptive reuse. Her work focuses on historic, civic, and museum projects. Her skills with masonry construction, code analysis, historic research and writing, and historic guidelines are utilized on many of the Studio's projects. She exceeds the Secretary of the Interior's Professional Qualification Standards for both Architecture and Historic Architecture and has led multiple award-winning Historic Preservation projects.

### SELECTED PROJECTS

#### Pilsen Historic Landmark District Report

*City of Chicago - Dept. of Planning and Development | Chicago, Illinois*  
Developed historic context, narrative, property listing, and graphics for the Pilsen Historic District local landmark designation report. Primary and secondary research supported the criterion for listing of both the architecture and extant murals in the district.

#### Kinzie-Pilsen Industrial Context Statement

*City of Chicago Dept. of Planning & Development | Chicago, Illinois*  
Assessment of historical industrial resources and significant "character buildings" in Kinzie and Pilsen Industrial Corridors, and evaluation of potential updates to special land use designation

#### Uptown Square Historic District

*City of Chicago - Dept. of Planning and Development | Chicago, Illinois*  
Developed context, narrative, property listing, and graphics for the Uptown Square Historic District local landmark designation report. Primary and secondary research supported the boundary designation and criterion for listing.

#### Ravenswood Corridor Study

*City of Chicago - Dept. of Planning and Development | Chicago, Illinois*  
Survey of Ravenswood Industrial Corridor to identify character buildings through fieldwork and research; report documenting criteria for guiding future development

#### 48th Ward (North Broadway) Plan

*URS Corporation | Chicago, Illinois*  
Investigation and recommendations for treatment of historic resources and opportunities along North Broadway including 10 landmark properties, 4 historic districts, 104 contributing historic properties, and 37 architecturally-significant properties

#### Housing Survey and Design Guidelines

*City of Chicago Dept. of Planning & Development | Chicago, Illinois*  
Survey of residential building stock to identify common building characteristics in the Pilsen neighborhood. The data is used to develop locally tailored design standards.

#### Central Avenue Historic Properties Survey

*Illinois Dept. of Transportation | Cook County, Illinois*  
Survey of ~80 properties for National Register of Historic Places criteria in Area of Potential Effect (APE) of work on S. Central Avenue, detailed in Historic Properties Identification Report

#### Interstate 80 Corridor Historic Properties Survey

*Illinois Dept. of Transportation | Will/Kendall/Grundy Counties, Illinois*  
Survey of 500 properties for National Register of Historic Places criteria in Area of Potential Effect (APE) of work on Interstate 80, detailed in Historic Properties Identification Report

#### Lathrop Homes Master Plan

*Chicago Housing Authority | Chicago, Illinois*  
Historic consulting services as part of a new master plan for the 35 acre housing site, including assistance with all aspects of the Federal Section 106 process, and evaluation of the potential impact of development plans of future Historic Tax Credit eligibility



### PROFESSIONAL REGISTRATION

Architect: Illinois

LEED Accredited Professional by the  
United States Green Building Council  
Registered Energy Professional

### EXPERIENCE

26 years practicing architecture and  
historic preservation

24 years practicing architecture and  
historic preservation at Bauer Latoza  
Studio

Professional Qualification Standards  
36 CFR Part 61: Historic Architecture

### EDUCATION

Master of Science, Historic  
Preservation, The School of the Art  
Institute of Chicago

Bachelor of Science, Architectural  
Engineering Technology, Wentworth  
Institute of Technology

### AFFILIATIONS

Landmarks Illinois

Association for Preservation  
Technology

United States Green Building Council  
National Trust for Historic  
Preservation

### PUBLICATIONS

Joliet-Lemont Limestone in Illinois:  
Its History and Preservation (Illinois  
Historic Preservation Series #21)

**BauerLatoza**  
STUDIO



MICHAEL HOFFMAN, AICP, PLA  
TESKA ASSOCIATES, INC.  
MHOFFMAN@TESKAASSOCIATES.COM



**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, funding is available for the following described public project:

**Historic West Des Moines Master Plan Update**

and

**WHEREAS**, the City has determined that the Historic West Des Moines Master Plan (Master Plan) needs to be updated to address neighborhood concerns; and

**WHEREAS**, the Community and Economic Department staff have recommended that Teska Associates, Inc. (Teska) conduct the update of the Master Plan; and

**WHEREAS**, the Steering Committee for the update of the Historic West Des Moines Master Plan has recommended that Teska conduct the update of the Master Plan; and

**WHEREAS**, the Community and Economic Development Department has obtained a written proposal from Teska to do the work requested, which estimates the following cost to the City of West Des Moines;

<b>Historic West Des Moines Master Plan</b>	<b>\$215,500</b>
---	------------------

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Teska Associates, Inc. is hereby directed to prepare the Update to the Historic West Des Moines Master Plan.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized and directed to enter into an agreement with Teska Associates, Inc. for the Update of the Historic West Des Moines Master Plan.

**PASSED AND APPROVED** this 7th day of September 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:** Professional Services Agreement  
Development Services Department – Design Services – Zoning Ordinance Update  
(Gould Evans, Inc.) - AO-005021-2021

RESOLUTION: Approving Professional Services Agreement with Gould Evans, Inc.

**FINANCIAL IMPACT:** The cost of the Professional Services Agreement for a consultant to update the existing City Zoning Ordinance (Title 9 of the City Code) is anticipated not to exceed \$221,750.00. Costs for these services can be paid from budget account number 100.500.700.5250.460. This project is expected to cross multiple fiscal years with \$175,000 budgeted in FY 21/22 with the balance of the project (\$46,750) to be included in the FY 22/23 budget proposal.

If the consultant does not complete \$175,000 of the work by 6/30/2022, staff will do a budget amendment to carry over the unspent funds to FY 22/23.

Should the cost for the contract services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed using the established hourly fee structure as set forth in the contract.

**BACKGROUND:** City staff is currently in the process of updating the City's Comprehensive Plan for the future development of West Des Moines. The proposed Comprehensive Plan will include new methodology that won't be supported by zoning requirements within the current zoning ordinance. Therefore, an updated zoning ordinance is necessary to implement the updated Comprehensive Plan in the most successful manner.

Staff sent out a request for qualifications (RFQ) from qualified consulting firms to provide services for the update to the City's zoning ordinance to align with the proposed Comprehensive Plan methodology. A total of six proposals were received for the zoning ordinance update request. A team consisting of Planning, Engineering, and the City Attorney's Office staff evaluated the proposals based on the following criteria: Qualifications, Project Approach, Understanding of Project Objectives, Opportunities and Constraints, Timeline and Project Schedule, and Client References.

The proposal provided by Gould Evans received the highest score in the RFQ evaluation process. Gould Evans is a planning and design firm out of Kansas City, Missouri. They specialize in design-based methodology that defines the pattern, form, scale, and character of a place, whether neighborhood, commercial corridor, or mixed-use districts. Gould Evans has contracted with numerous cities to complete updates and full re-writes of zoning ordinances, thus they have specific experience implementing effective techniques and ideas that would be applicable to this project.

The Development Services Department retains services based on experience, qualifications, familiarity with the project and availability of the consultant. Once selected, a fee is negotiated for performing the desired scope of services.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** Staff recommends City Council Approval of the Professional Services Agreement and authorizing the City Clerk to execute the document on behalf of the City.

Lead Staff Member: Brian Portz, Planner

**STAFF REVIEWS**

Department Director	LT
Finance	
Legal	JDS
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Development and Planning		
Date Reviewed	N/A		
Recommendation	Yes	No	Split

**ATTACHMENTS:**

Exhibit I - Professional Services Agreement

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

**WHEREAS**, funding is available for the City of West Des Moines (“City”) to retain a consultant to provide services for the update to the City’s zoning ordinance to align with the proposed Comprehensive Plan methodology; and

**WHEREAS**, the City sent out a request for qualifications (“RFQ”) to consulting firms; and

**WHEREAS**, the City received a written proposed from Gould Evans, Inc. to do provide the services requested, which estimates an amount not to exceed \$221,750.00.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the City Clerk is authorized to enter into a professional services agreement with Gould Evans, Inc. for cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** on this 7<sup>th</sup> day of **September, 2021**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 7<sup>th</sup> day of September, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and GOULD EVANS INC., (Fed. I.D. # 48--1010359), a professional corporation incorporated and licensed under the laws of the State of Kansas, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Services provided under this Agreement for the Zoning Ordinance Update (AO-005021-2021) shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant      \$221,750.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

### 4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 per occurrence \$1,000,000 general aggregate. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by mail, of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines  
Attn: Ryan T. Jacobson, City Clerk  
Address: 4200 Mills Civic Parkway  
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Gould Evans Inc.  
Attn: Graham Smith, Associate Principal  
Address: 706 Massachusetts Street  
City, State: Lawrence, KS 66044

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the

professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs recoverable by law for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation

to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

#### 17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event

of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WEST DES MOINES

BY:

  
Graham Smith, Associate Principal

BY:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

### **Phase 1: Code Diagnosis**

Task 1.1 Code Diagnosis - This Task is about identifying conflicts and omissions with the current regulations that keep the community from achieving their vision for the future. The code review and development analysis will create a foundation for changes to the zoning and subdivision regulations. Phase one will focus on these primary tasks.

*Task 1.1a Code Evaluation / Plan Conformance Report* - A thorough evaluation of the current land use, zoning and subdivision regulations will be completed. The review will identify the initial topics for an informed discussion among all stakeholders regarding regulatory strategies appropriate to achieve West Des Moines' planning goals. The preliminary review will be expanded on by identifying specific connections to the Comprehensive Plan and other city plans to create a Plan Conformance Report. In direct response to the City's most recent policies within *OurWDM*, it is important to determine what is working, what is not, and what is missing.

*Task 1.1b Development Documentation* – The variety of places, development patterns and scales, and design elements will be documented to create a common understanding of the built environment within West Des Moines. The documentation focus on the typologies – parks, open and civic spaces, streets, buildings, frontages - that have created the places people value in the community. The types present in the community, and the defined Place Types within the new comprehensive plan, will be used to inform the types of development and design elements necessary to create the places desired by the community.

*Task 1.2 Critical Issues & Case Studies* - The primary issues identified within the Code Evaluation and Plan Conformance Report will provide the topics for the creation of the Critical Issue Summaries/Case Studies on the key topics identified to date in the process. The critical issues are most important to the success of the future code and require special facilitation. Similarly, the Case Studies will identify and document best practices from multiple communities that have addressed similar issues, in a variety of ways. The case studies will intentionally focus on communities within the region and from outside the region to provide a diversity of experience. The critical issue summaries and case studies solutions identified will be modeled to provide a visual understanding of the change proposed. The modeling and documentation will be completed with the intent of being included in the zoning code and subdivision regulation updates.

*Task 1.3 Regulatory Framework* - The Regulation Framework will provide an annotated outline of the subdivision and zoning regulations identifying: (1) areas in need of change—new provisions that are needed or old approaches that do not align with current policies; (2) areas to maintain in current form; and (3) areas to revise and amend but keep the substantive provisions and intent the same.

*Task 1.4 Code Interface* – an understanding of the CodeHub tool and capabilities will be provided, and the tool will be assessed for accommodation of the new code framework. As part of this assessment the current code will be incorporated into the system and calculations prepared for every city parcel. This will provide data and visuals of the current maximum development potential of the city, identify parcels that cannot be developed due to the current zoning regulations, and other complexities that may be encountered during the review of the code. This analysis will also document the operation of the CodeHub and identify challenges with the proposed regulatory framework.

*Education & Outreach* – The intent of engagement in this phase will be to educate the consultant team regarding the current strengths, weaknesses, issues, and obstacles present in the current zoning code. Much of the engagement in this Phase will center on the city staff as day-to-day users of the code and

identify opportunities and challenges in its use. We will also use this phase to establish relationships with other departments and personnel that use the code regularly.

## **Phase 2: Code Development**

The tasks performed within Phase 1, combined with the anecdotal understanding of the use of the community, will result in a menu of options to address specific issues based on the direction provided by the *OurWDM*. From this foundation of information, the regulatory drafting will commence, resulting in the creation of a new draft Zoning Ordinance and Subdivision Regulations.

*Task 2.1 Zoning Ordinance and Subdivision Regulations* - Updates to the Zoning Ordinance and Subdivision Regulations will be prepared through multiple drafts focused on creating clear, simple, user-friendly codes and regulations that incorporate graphics that demonstrate the intent and impact of a standard.

*Task 2.1a District Codes* – where appropriate the creation of specific district codes will be prepared to address the specific public space network, development pattern and scale, and design character. This will be accomplished through the creation of a regulating plan and form-based specifics for each district identified.

*Task 2.2 Code & Engagement Support* – To support the engagement and outreach within this task, supporting graphics and illustrations of new concepts within the code will be developed and analyzed. This analysis will include incorporation of development concepts into the CodeHub tool to illustrate parcel specific development potential (or assemblages of parcels), and test how certain modifications might affect that development potential.

*Education & Outreach* – The intent of engagement in this phase will be to educate the consultant team regarding the key opportunities and challenges from the community's perspective; and educate the public on the opportunities and challenges created by the current zoning code to implement *OurWDM*. This will be achieved through a variety of focus/stakeholder group discussions and interviews for specific feedback – both internally and externally, and an interactive public workshop that will illustrate the alignment between the community vision and its implementation through the current zoning code and provide residents to communicate their desires for the future. To supplement the in-person/virtual discussions and workshop, online engagement will be utilized including a community survey, document review and comment, web-based information, and other methods.

In addition to the public engagement, an Advisory Committee will be established to better understand the details of current code challenges and opportunities and assist in craft the zoning code updates. The Advisory Committee should be comprised of people that work most closely with the code including developers, realtors, neighborhood representatives, city staff, planning commissioners and others that understand the use and administration of regulations within the context of the community. Multiple workshops will be conducted with the Advisory Committee to review and evaluate the Code Diagnosis and assess the engagement feedback, in the preparation of the new zoning ordinance.

## **Phase 3: Implementation**

*Task 3.1 Final Draft, Zoning Ordinance and Subdivision Regulations* – based on the feedback received from various stakeholder group as well as the Planning Commission, Board of Zoning Adjustment, and City Council a final draft of the new zoning ordinance and subdivision regulations will be prepared for the adoption process. Upon adoption by the City Council an electronic version of the final code will be delivered, to include any District Codes.

*Task 3.2 CodeHub Update* – To support the understanding and use of the new Zoning Ordinance and Subdivision Regulations the code and visuals will be incorporated into the CodeHub interface for use, and made public. Gridics will provide training and visual examples how to use the system, questions could be posted via the system with our bookmark system.

*Task 3.3 Adoption* – Support of the adoption process will be provided, recognizing that the adoption of the new zoning code and subdivision regulations signifies the end of the rewriting process, but the beginning

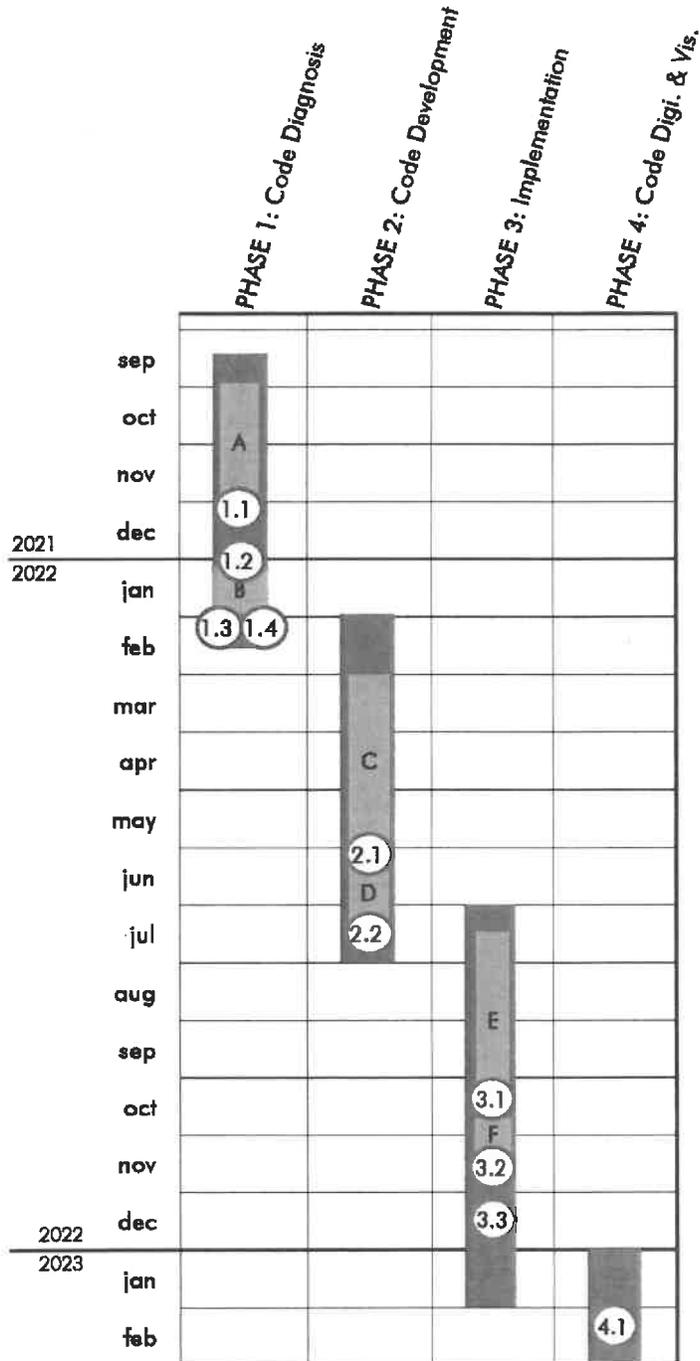
of implementation and change. Our team will be your partner in implementation of the new code through education of the public and stakeholders and through continued discussions and assistance in interpretation.

*Education & Outreach* – Implementation of the new Zoning Code and Subdivision Regulations starts with creating a community-wide understanding of the tool that will shape the future of the community. Using what we have learned in Phase 1 and Phase 2, we will provide meaningful engagement opportunities for people to review, discuss, and improve the draft code. This engagement will be targeted, strategic, by utilizing the stakeholder and focus groups used previously – both internal and external, and focus on creating understanding and ownership in the tools to create the community that is desired. To create understanding in the community, our code as well as all educational information will be highly graphic, yet simple, to convey the regulations and document the information and decision-making process that led to its creation, and demonstration and education of the CodeHub platform.

**OPTIONAL SERVICES, Phase 4: Code Digitization & Visualization**

*Task 4.1 WDM CodeHub* – The adopted version of the code and layers will be incorporated within the CodeHub platform, adding/replacing all relevant layers. As part of this project cost, Gridics will maintain the application and its contents live (including any amendments that may be needed) for up to 12 months from activation.

# ATTACHMENT 2 PROJECT SCHEDULE



### Tasks

- Task 1.1 Code Diagnosis
- Task 1.2 Critical Issues & Case Studies
- Task 1.3 Regulatory Framework
- Task 1.4 Code Interface
- Task 2.1 Zoning Ordinance and Subdivision Regulations
- Task 2.2 Code & Engagement Support
- Task 3.1 Final Draft Zoning Ordinance
- Task 3.2 CodeHub Update
- Task 3.3 Adoption (begin process)
- Task 4.1 WDM CodeHub

### Engagement

- A Engagement Activities
- B Code Workshop #1 - Staff
- C Engagement Activities
- D Code Workshop #2 - Advisory Committee
- F Engagement Activities
- G Code Workshop #3 - AC, PC, BZA, CC

## ATTACHMENT 3

### SCHEDULE OF FEES

#### **HOURLY RATES:**

The hourly rates cited here shall be used for the entirety of the zoning code update project as defined by the scope of work. Any additional services requested after the approval of the Code Update Contract will adhere to the most current hourly rates for each firm. Gould Evans updates their hourly rates annually on January 2. Gridics hourly rates annual will not change for the duration of this contract.

#### *Gould Evans*

- Associate Principal - \$215
- Senior Planner / Project Manager - \$140
- Senior Landscape Architect - \$145
- Planner - \$90

#### *Gridics*

- Senior Planner - \$220
- Planner - \$180
- GIS Specialist - \$140
- Senior Technical Support - \$180
- Technical Support - \$100

#### **REIMBURSABLE EXPENSES:**

Reimbursable expenses include travel, meals, lodging, car rental, printing and copies, mailing, and other expenses directly related to the project and planning process. Any request for additional services outside of the identified project scope that requires reimbursable expenses will be in addition to the not to exceed amount for the project and will be billed at cost.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Resolution - Accepting Public Improvements  
Strathmore Apartment Homes Public Improvements  
Rogers Farm Lot 1

**FINANCIAL IMPACT:**

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

**BACKGROUND:**

Gator Excavating, Inc. (dba Absolute Infrastructure), Vanderpool Construction, Inc., and Alliance Construction Group, LLC have substantially completed the installation of sanitary and storm sewers associated with Strathmore Apartment Homes (fka Rogers Farm West Apartment Homes) located on Rogers Farm Lot 1 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Public Improvements for Strathmore Apartment Homes Public Improvements.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

## RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

**WHEREAS**, a Preliminary Plat for Rogers Farm was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on September 8, 2014; and,

**WHEREAS**, a Final Plat for Rogers Farm was submitted for review by the City Council of West Des Moines, Iowa, on November 3, 2014 and was found to be generally consistent with the Preliminary Plat for Rogers Farm; and,

**WHEREAS**, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Rogers Farm at their meeting on November 3, 2014 subject to any conditions of approval; and,

**WHEREAS**, on November 3, 2014, the Final Plat was released for recordation; and,

**WHEREAS**, a Site Plan for Rogers Farm West Apartment Homes (nka Strathmore Apartment Homes) located on Rogers Farm Lot 1 was submitted, reviewed, and approved on September 19, 2016 subject to any conditions of approval and contingent upon construction and acceptance of all public improvements, and;

**WHEREAS**, on October 2, 2017 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

### **Strathmore Apartment Homes Public Improvements**

therefore,

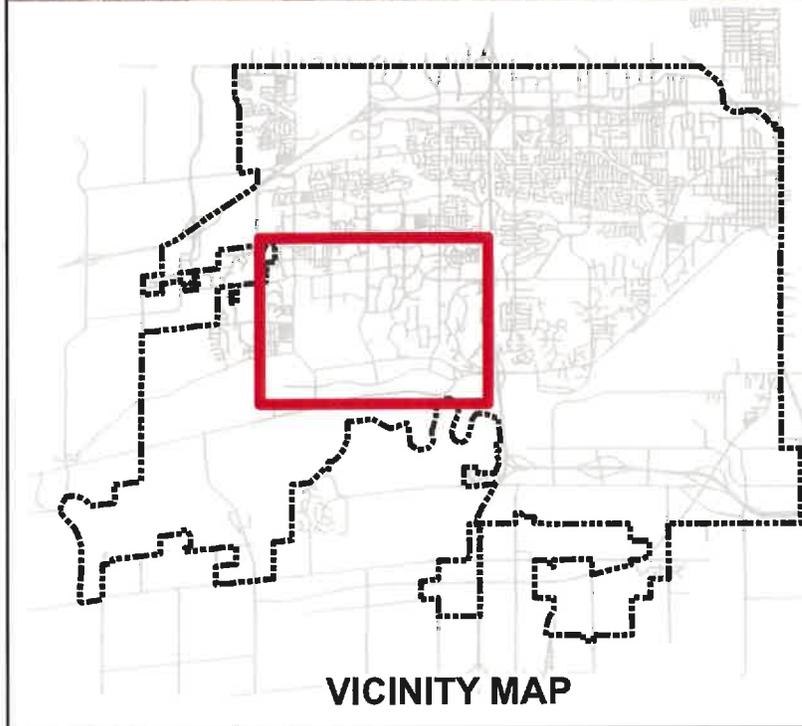
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, the public sanitary and storm sewer improvements for Strathmore Apartment Homes Public Improvements are hereby accepted and are hereby dedicated for public purposes.

**PASSED AND APPROVED** this 7th day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**VICINITY MAP**

**LEGEND**

PROJECT LOCATION 



PROJECT:			
<b>Strathmore Apartment Homes Public Improvements</b>			
LOCATION:			
<b>Exhibit "A"</b>			
DRAWN BY: BJM	DATE: 8/30/2021	PROJECT NUMBER/NAME: Rogers Farm Lot 1	SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Resolution – Approving Proposal from MidAmerican Energy Company to Extend  
Underground Electrical Service  
HAWK Beacon – South 41st Street & Mills Civic Parkway

**FINANCIAL IMPACT:**

The cost of this work is estimated to be \$29,840.01 for the underground electric service extension to accommodate the construction of the new HAWK Beacon at the South 41st Street & Mills Civic Parkway intersection. The actual costs may vary from estimates and will be determined at the time of construction. These improvements can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

The City is currently constructing improvements to the South 41st Street & Mills Civic Parkway intersection to accommodate the installation of a new pedestrian hybrid beacon, also known as a High-intensity Activated Crosswalk (“HAWK”) beacon. A HAWK beacon is a type of traffic control that provides pedestrians with a protected “walk” phase at a Crosswalk. Overhead beacons stay dark until a pedestrian pushbutton is actuated. The beacons then stop traffic and give a “walk” indication to the pedestrian, before returning to dark phase. There are four (4) HAWK beacons currently in use in West Des Moines at 65th Street & Ashworth Road, South 50th Street & Wistful Vista Drive, 78th Place & EP True Parkway, and 39th Street & EP True Parkway. This particular location has been studied by engineering staff, and due to the number of pedestrians crossing Mills Civic Parkway at this location and the lack of available gaps in traffic flow, staff has recommended this HAWK beacon as a way to enhance pedestrian safety in the area. The extension of underground electric service by MidAmerican Energy is needed in conjunction with this project.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Proposal from MidAmerican Energy Company to Extend Underground Electrical Service.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>AS</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING PROPOSAL**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed the extension of underground electric service for the following described public improvement:

**HAWK Beacon – South 41st Street & Mills Civic Parkway  
Project No. 0510-044-2020**

**WHEREAS**, a proposal has been received from MidAmerican Energy Company, a franchised utility, to perform said work; and,

**WHEREAS**, the estimated costs for said work is \$29,840.01;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the proposal from MidAmerican Energy Company be accepted and approved.

**PASSED AND APPROVED** on this 7th day of **September, 2021**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



MidAmerican Energy Company  
PO Box 657  
Des Moines, IA 50306

June 7<sup>th</sup>, 2021

City of West Des Moines  
Attn: Jason Schlickbernd, P.E.  
4200 Mills Civic Pkwy, 2E  
West Des Moines, IA 50265  
[Jason.Schlickbernd@wdm.iowa.gov](mailto:Jason.Schlickbernd@wdm.iowa.gov)

Reference: Provide single phase underground electric source in close proximity to the new Hawk Beacon at S. 41<sup>st</sup> Street and Mills Civic Parkway in West Des Moines, IA. **WMIS: 2870934**

Dear Mr. Schlickbernd:

We are pleased to submit the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return the proposal as soon as you are ready to commit to the work. You may withhold payment until MidAmerican Energy Company completes the work in this proposal. In the meantime, please keep me informed of your schedule. After we have received your signed proposal, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6742.

Sincerely,  
MidAmerican Energy Company

A handwritten signature in black ink, appearing to read "Scot Enger", is written over a light blue horizontal line.

Scot Enger  
Customer Project Coordinator



MidAmerican Energy Company  
PO Box 657  
Des Moines, IA 50306

**REFUNDABLE ADVANCE FOR CONSTRUCTION  
UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL  
FOR SPECULATIVE USE – WMIS: 2870934**

MidAmerican Energy Company, an Iowa corporation and City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its single-phase electric lines underground to a new transformer which will be used to serve a new Hawk Beacon at the intersection of S. 41<sup>st</sup> Street and Mills Civic Parkway in West Des Moines, IA as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the signed proposal and agreement to pay in the amount of **\$29,840.01** which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Payment may be withheld until the proposed work is completed. If Applicant's acceptance is not received by September 7<sup>th</sup>, 2021, the amount may be subject to change.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
  - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
  - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.



MidAmerican Energy Company  
PO Box 657  
Des Moines, IA 50306

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
  - d. Revenue for un-metered private lighting shall not be included in any refund.
  - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
  - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
  - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
  - a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3<sup>rd</sup> party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.



MidAmerican Energy Company  
PO Box 657  
Des Moines, IA 50306

- 8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
- 9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.

Proposed this 7<sup>th</sup> day of June, 2021

MIDAMERICAN ENERGY COMPANY

By: \_\_\_\_\_

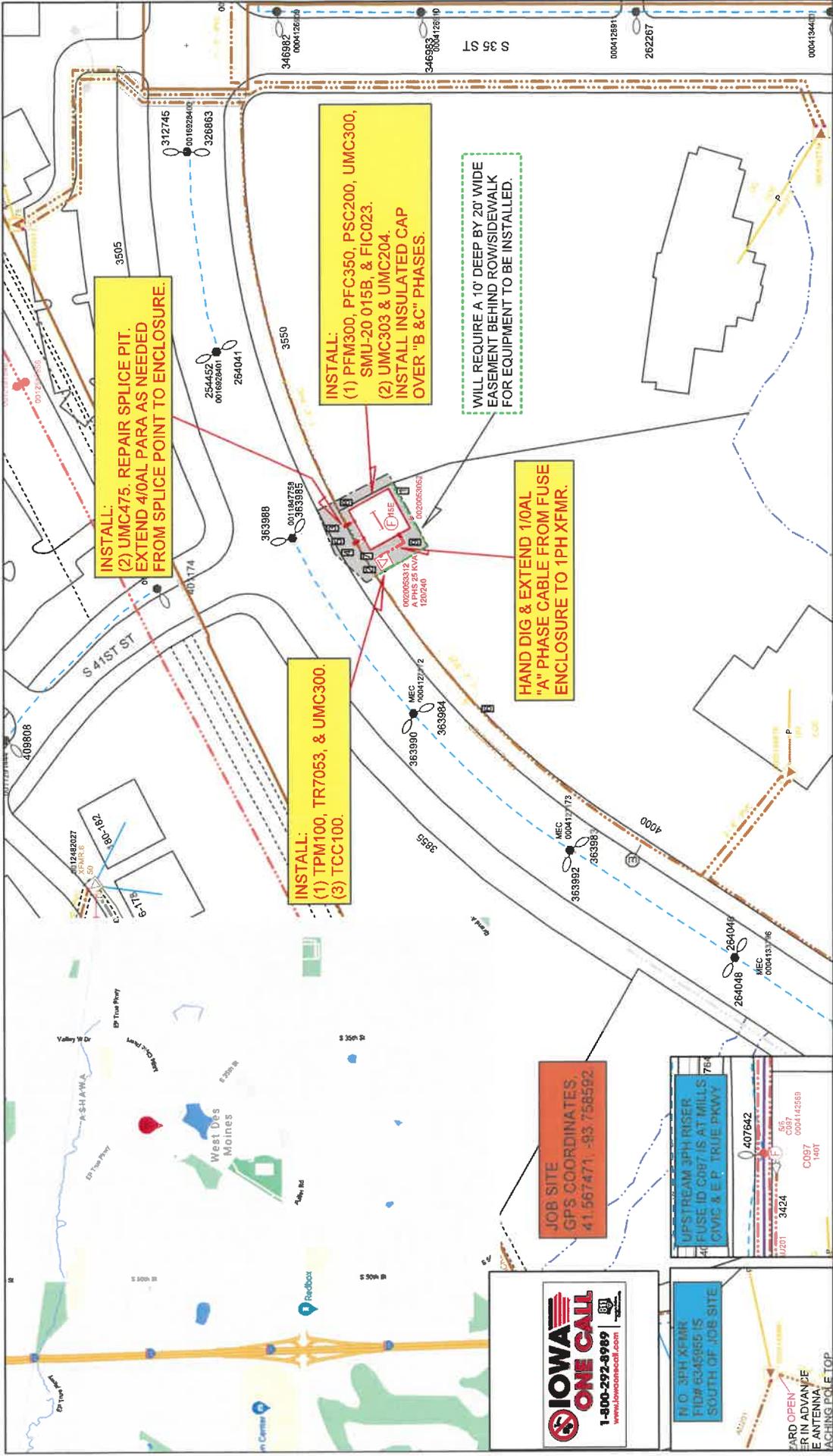
Title: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

APPLICANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_



**INSTALL:**  
 (2) UMC475. REPAIR SPICE PIT.  
 EXTEND 4/0AL PARA AS NEEDED  
 FROM SPICE POINT TO ENCLOSURE.

**INSTALL:**  
 (1) TPM100, TR7053, & UMC300.  
 (3) TCC100.

**INSTALL:**  
 (1) PFM300, PFC350, PSC200, UMC300,  
 SMU-20 015B, & FIC023.  
 (2) UMC303 & UMC204.  
 INSTALL INSULATED CAP  
 OVER "B & C" PHASES.

WILL REQUIRE A 10' DEEP BY 20' WIDE  
 EASEMENT BEHIND ROW/SIDEWALK  
 FOR EQUIPMENT TO BE INSTALLED.

**HAND DIG & EXTEND 1/0AL  
 "A" PHASE CABLE FROM FUSE  
 ENCLOSURE TO 1PH XFMR.**

**JOB SITE  
 GPS COORDINATES,  
 41.567471, -93.758592**

**UPSTREAM 3PH RISER  
 FUSE ID C887 IS AT MILLS  
 CIVIC & E P TRUE PKWY**

407642  
 506  
 C087  
 0004142589  
 C097  
 140T

**1/0 3PH XFMR  
 FID# 6345985 IS  
 SOUTH OF JOB SITE**

**WARD OPEN  
 ER IN ADVANCE  
 E ANTENNA  
 TACHING POLE TOP**

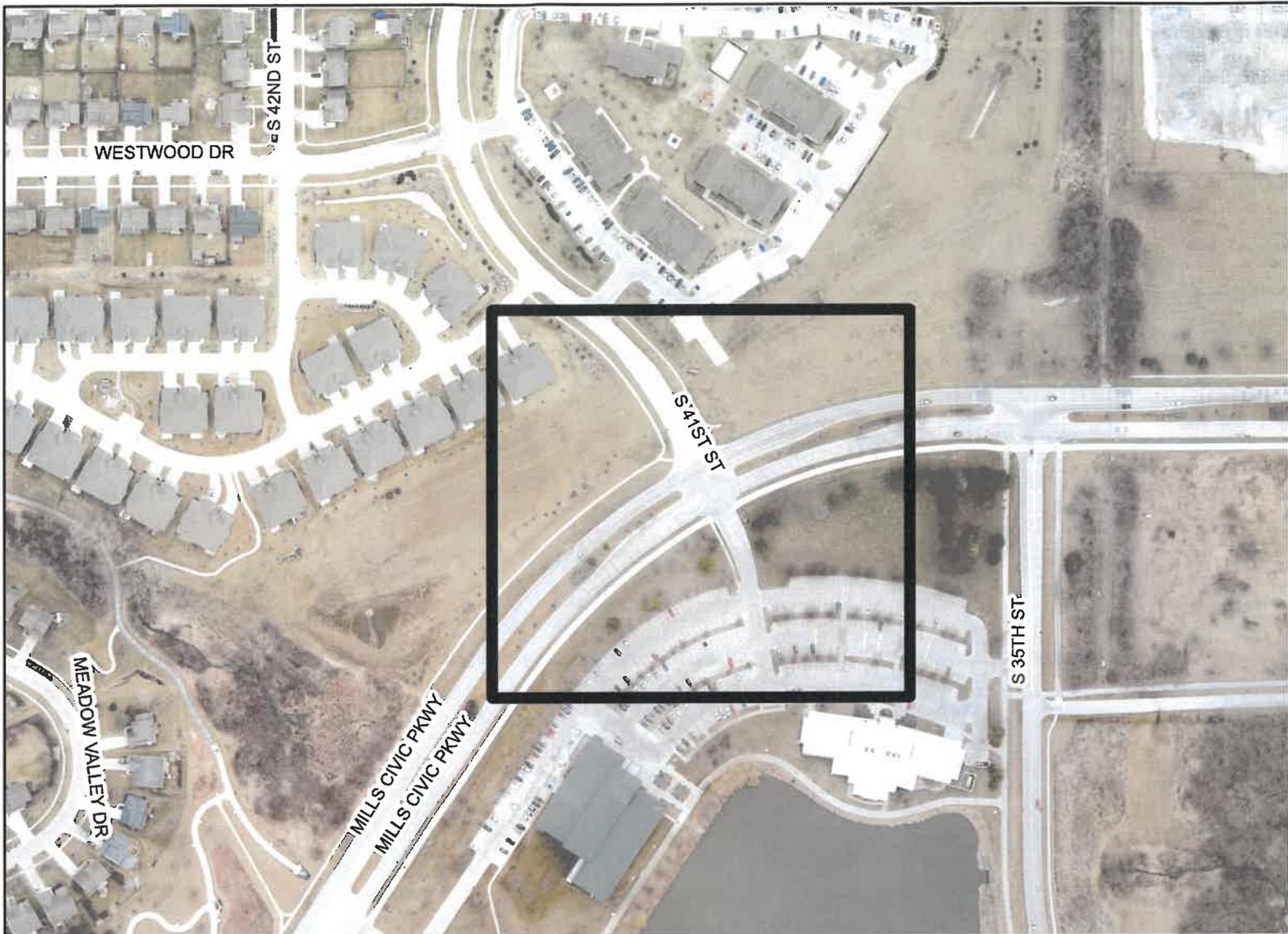
**IOWA ONE CALL**  
 1-800-292-9999  
 www.iowadirectcall.com

**DISCLAIMER OF LIABILITY**  
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. The drawing is not intended to be used for any purpose other than the specific project for which it was prepared. No liability is assumed for any damage, personal injury, death and property damage, resulting from any unauthorized or unapproved use of, or reliance upon, this drawing for any purpose.

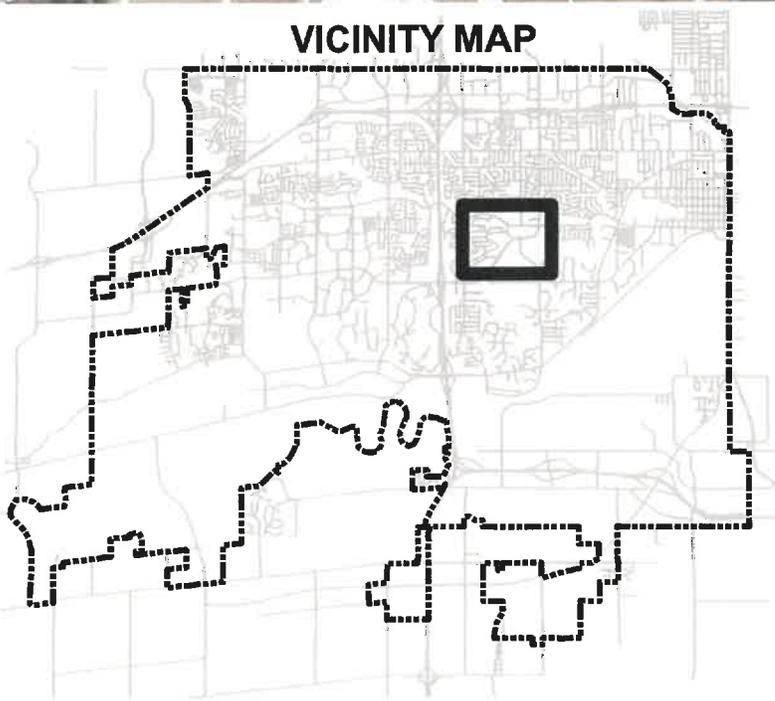
**WMS\_REV/2870934-1**  
 Date: 6/2/2021  
 Scale: 1 IN = 100 FT  
 Designer: BALLARD, BRADLEY S

**MidAmerican Energy Company**  
 Cust: WDM - HAWK BEACON 41ST AND MCP  
 Addr: Mills Civic Parkway and 41st S  
 City: West Des Moines  
 Crew HC: DMWR  
 Job Desc: Hawk Beacon Traffic signal - power source needed. 120/240V 1PH.

X = 15593638 Y = 571116



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT:

**HAWK Beacon 41st & Mills Civic Parkway**

LOCATION:

**Exhibit "A"**

DRAWN BY: TKA

DATE: 7/8/2020

PROJECT NUMBER/NAME: 0510-044-2020

SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:**

Resolution - Establishing Public Hearing  
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property  
Grand Avenue West Segment 4 Sewer Extension

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on October 4, 2021.

A copy of the notice that will be mailed to property owners is included in the packet.

**OUTSTANDING ISSUES:**

None.

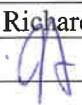
**RECOMMENDATION:**

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	August 23, 2021		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,  
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL PROPERTY**

**GRAND AVENUE WEST SEGMENT 4 SEWER EXTENSION  
PROJECT NO. 0510-027-2021**

**WHEREAS**, the City of West Des Moines is initiating the construction of above named project (hereinafter "Project") which will include the acquisition of private property necessary for the location, construction and operation of sanitary sewer improvements; and

**WHEREAS**, the acquisition of private property necessary for the Project includes agricultural property; and

**WHEREAS**, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

**WHEREAS**, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

**WHEREAS**, the City is establishing a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:**

1. A public hearing time and date of 5:35 p.m. on October 4, 2021 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. Written and published notices shall be provided as required by State Code to affected property owners, tenants and contract purchasers.

**PASSED AND ADOPTED** on this **7th** day of **September, 2021**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT  
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**GRAND AVENUE WEST SEGMENT 4 SEWER EXTENSION  
PROJECT NO. 0510-027-2021**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

**TO: Owners and Parties in Possession**

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A).

**1. DESCRIPTION OF THE PROJECT.**

**NOTICE IS HEREBY GIVEN** to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of sanitary sewer improvements which will comprise the Grand Avenue West Segment 4 Sewer Extension.

**2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.**

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

**3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.**

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 4th day of October, 2021 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the appraised fair market value and will attempt to purchase only the needed property by good faith

negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

#### **4. CONTACT PERSON.**

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Brian Hemesath, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3475.**

#### **5. STATEMENT OF RIGHTS.**

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))
- l. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9)

The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

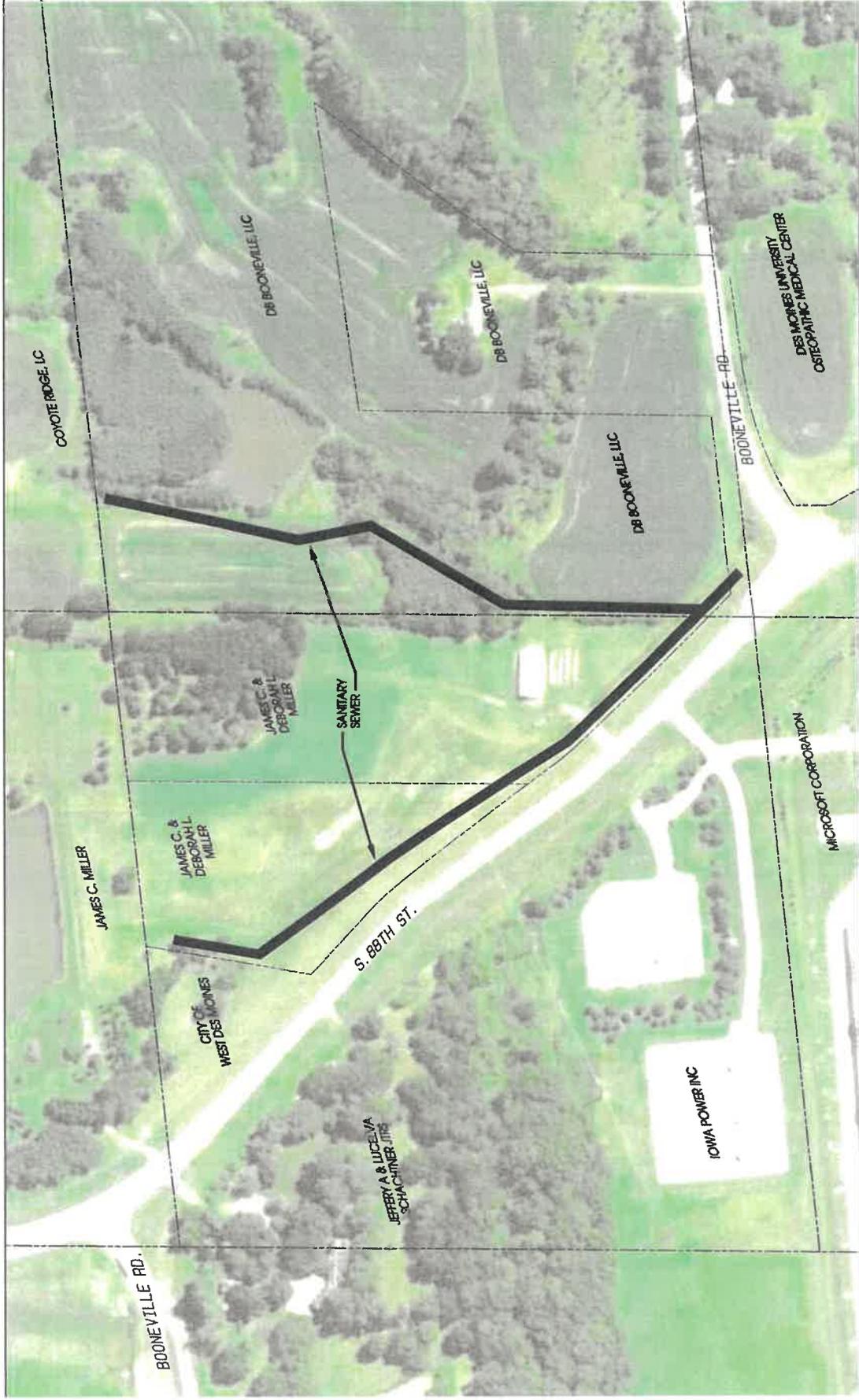
/s/ Ryan T. Jacobson  
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before October 4, 2021.

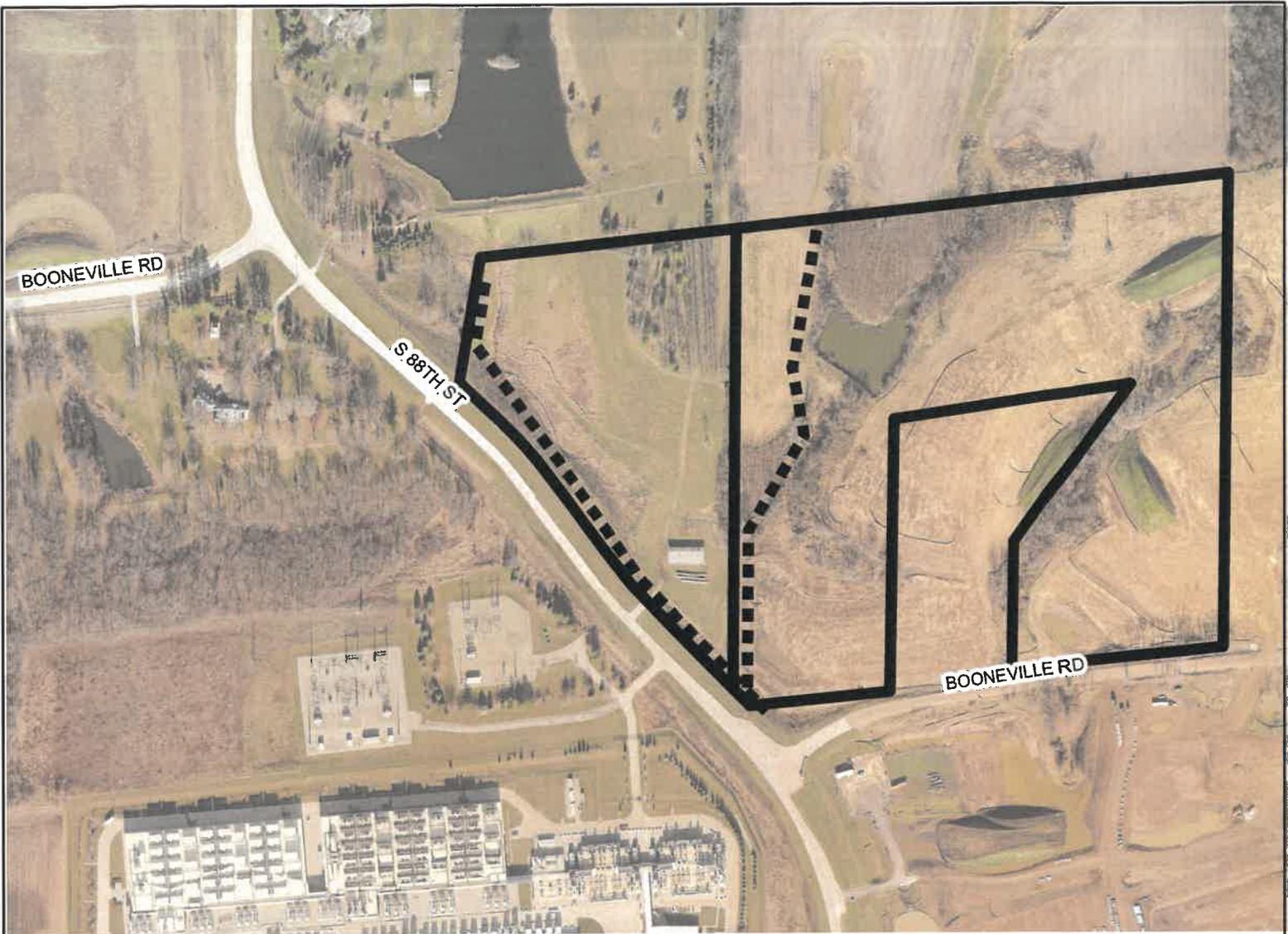
Mailed to all affected Property Owners on August 31, 2021.

**Agricultural Properties**  
**Grand Avenue West Segment 4 Sewer Extension**  
**Project No. 0510-027-2021**

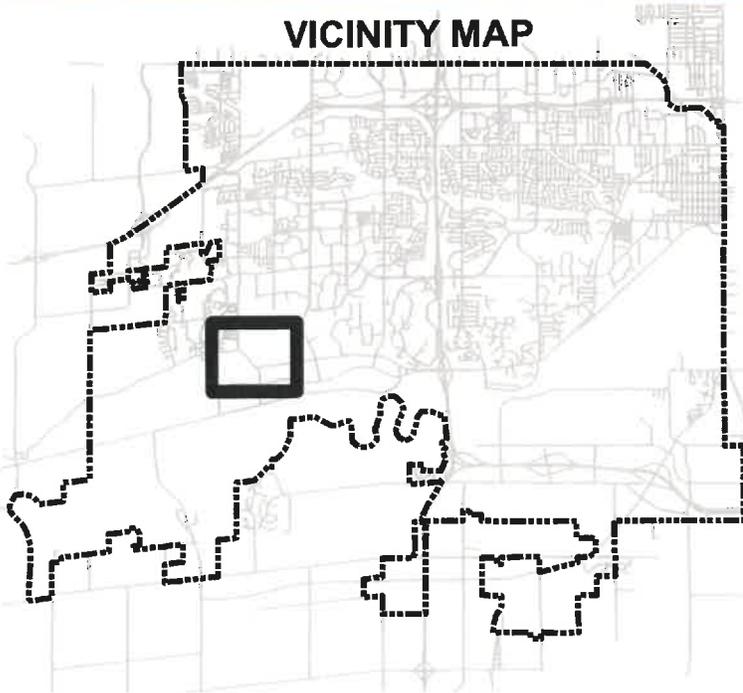
<b>Parcel No.</b>	<b>Mail Name</b>	<b>Mail Address</b>	<b>Mail City</b>	<b>Mail ST</b>	<b>Mail ZIP</b>
1623300011	JAMES C. & DEBORAH L. MILLER	1390 SOUTH 88TH STREET	WEST DES MOINES	IA	50266
1623300006	DB BOONEVILLE, LLC	7395 NW 100TH STREET	JOHNSTON	IA	50131



DATE	REVISIONS	SCALE	AS NOTED	ALL	DWG. NO.
		DRAWN	BY	DATE	MSA.1
		CHECKED	BY		
		APPROVED	BY		
		DATE			
		ISSUED FOR			
 <b>VEENSTRA &amp; KIMM, INC.</b>			<b>GRAND AVENUE WEST SEGMENT 4, SEWER EXTENSION</b> <b>CITY OF WEST DES MOINES, IOWA</b> <small>5000 Westgate Parkway • West Des Moines, Iowa 50265-2320</small> <small>515-225-8000 • 515-225-7549 (FAX) • 800-241-6000 (M/F/TU)</small>		
			<b>OVERALL SANITARY SEWER PLAN</b>		
			<small>PROJECT</small>		



**VICINITY MAP**



**LEGEND**

- PROJECT LOCATION 
- PROPOSED SEWER 



PROJECT: <b>Grand Avenue West Segment 4 Sewer Extension Ag Properties</b>			
LOCATION: <b>South 88th Street &amp; Booneville Road</b>			
DRAWN BY: JPM	DATE: 8/31/2021	PROJECT NUMBER/NAME: 0510-027-2021	SHT. 1 of 1

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: September 7, 2021

ITEM: 9114 S 91<sup>st</sup> Court – Approval to allow fence to be located within a landscape buffer – Katherine McKain – MI-005300-2021

**Resolution: Approval to allow a fence in landscape buffer**

**Background:** The property owner of 9114 S 91<sup>st</sup> Court, Katherine McKain, submitted a building permit application to install a six-foot (6') fence in the rear and sides of her property. The property owner proposes to install the fence within a thirty foot (30') landscape buffer located at the rear of her property adjacent to Mills Civic Parkway.

**Staff Review & Comment:**

- *History:* Over the years the City has received many requests such as this for installation of fences along the rear property lines of single-family residential homes which abuts a street (generally double frontage lots). The requests are a combination of wanting privacy, but also to contain children and pets and overall property security. City practice has been to not allow fences within street side buffers due to the alley effect that can be created by solid fencing, the visual clutter of potentially hodge-podge of fence designs, materials and colors and due to the desire for visibility of vegetation required within the buffer that provides green to the city and softens hard material expanses of pavement.

On April 5, 2021, the City Council approved an overhaul to the City's fence regulations stated within code. These new regulations included a provision to accommodate the placement of a uniform fence within street side buffers. Through discussions with the City Attorney's office, it was determined that the allowance of certain types of fences within buffers could be accommodated within the standard buffer easement language as long as the associated final plat does not include a note on the plat drawing specifically restricting the buffer as 'no-build/no-structures' which is interpreted to include prohibition on fences.

The new regulations allow up to a maximum six-foot (6') metal ornamental fence along the public side of a buffer (street side), substantially similar to that as shown below. This basic 3-rail design was chosen in part for its simplicity, but also due to the fact that all fence companies in the Metro carry a version of it. The regulations go on to state that "the intent of this allowance is to allow fencing while controlling the visual clutter that can result in varying fence designs and materials. Therefore, for visual consistency, the same fence shall be installed for the length of the block." The regulations provide that the first fence installed within the block shall determine the design and color of the fence.



**THREE RAIL  
FLAT TOP**

- **Property Owner's Request:** The property owner of 9114 S 91<sup>st</sup> Ct is requesting a black six-foot (6') fence of a design substantially similar to that illustrated above. The plat associated with this property and adjacent lots do not have any restrictions for placement of fencing.

**Outstanding Issues:** There are no outstanding issues.

**Recommendation:** The City Council allow a fence to be constructed on the street side of the buffer located on 9114 S 91<sup>st</sup> Court consistent with city code.

**Lead Staff Member:** Lynne Twedt

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Committee	Development & Planning
Date Reviewed	n/a
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

## Location Map & Final Plat Illustration



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
50265-0320 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

---

## **RESOLUTION**

### **A RESOLUTION APPROVING THE INSTALLATION OF A FENCE ON THE STREET-SIDE OF THE THIRTY FOOT (30') LANDSCAPE BUFFER**

**WHEREAS**, Title 9, Chapter 19, Section 8 of the City Code allows the City Council to approve up to a maximum six foot (6') metal ornamental fence along the public side of a buffer (street side), as long as the associated final plat does not specifically restrict fences within a buffer; and

**WHEREAS**, the Cedar Ridge Plat 2 final plat does not specifically prohibit fences within the thirty-foot (30') landscape buffer which is located at the rear of 9114 S 91st Court; and

**WHEREAS**, the fence to be installed on the property will be a black, six-foot (6') metal (wrought iron in appearance) fence of a design substantially similar to the example image within Title 9, Chapter 19, Section 8 of the City Code.

**NOW, THEREFORE**, the City Council does approve the installation of a fence within the thirty-foot (30') landscape buffer at the rear of 9114 S 91<sup>st</sup> Court.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Setting Date of Consultation and Public Hearing for Amendment No.12 to the Amended and Restated Mills Parkway Urban Renewal Plan – City Initiated

**Date:** September 7, 2021

**RESOLUTION:** Establish Consultation Meeting date and Public Hearing date for the adoption of Amendment No. 12 to the Amended and Restated Mills Parkway Urban Renewal Plan.

**FINANCIAL IMPACT:** The City will be entering into an Infrastructure Agreement with Jordan Ridge, LLC to construct Stagecoach Drive from South Jordan Creek Parkway to South 78<sup>th</sup> Street. This project will cost approximately \$4,400,000 and would be funded by monies from the Mills Parkway Tax Increment Financing (TIF) District. To be eligible for TIF funding, the Urban Renewal Plan (URP) must be amended to include Stagecoach Drive as a project in the Plan. In addition, the City is amending the URP to add Stagecoach Drive from South 78<sup>th</sup> Street to South 81<sup>st</sup> Street as a project that would be TIF eligible. The entire cost of those infrastructure improvements should not exceed \$10,000,000.

**BACKGROUND:** The City was contacted by several developers about the development of the area south of Cascade Drive between South Jordan Creek Parkway and South 88<sup>th</sup> Street. After numerous meetings with staff, it has become clear that because of significant terrain issues and without the City's assistance in construction of Stagecoach Drive from South Jordan Creek Parkway and South 78<sup>th</sup> Street that development will not occur within this area. Because the potential project area was within the Mills Parkway Urban Renewal Area, a decision was made to amend the URP to add sections of Stagecoach Drive improvements from South Jordan Creek Parkway and South 81<sup>st</sup> Street as eligible projects.

An Infrastructure Agreement with Jordan Ridge, LLC, one of the developers in the area, is on tonight's agenda for consideration.

As required by law, the City will facilitate a consultation meeting with taxing entities regarding this proposed urban renewal plan amendment.

This Amendment was reviewed by the Finance and Administration City Council Subcommittee on August 18, 2021.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment to the Amended and Restated Mills Parkway Urban Renewal Plan.

**RECOMMENDATION:** Staff recommends that the City Council approve a resolution setting September 15, 2021 as the consultation meeting date and October 18, 2021 as the public hearing date for Amendment No.12 to the Amended and Restated Mills Parkway Urban Renewal Plan

**Lead Staff Member:** Clyde E. Evans, AICP

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Director, Community and Economic Development
Appropriations/Finance	<i>CE</i>
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F&A
Date Reviewed	August 18, 2021
Recommendation	X Yes <input type="checkbox"/> No

**ATTACHMENTS:**

- Exhibit I**                      Proposed Amendment No. 12 to the Amended and Restated Mills Parkway Urban Renewal Plan
- Exhibit II**                     Resolution

**AMENDMENT NO. 12**

**TO THE**

**AMENDED AND RESTATED**

**MILLS PARKWAY**

**URBAN RENEWAL PLAN**

**CITY OF WEST DES MOINES, IOWA**

**Original Area Adopted – 1999**  
**Amendment No. 1 – 2003**  
**Amended and Restated Plan – 2007**  
**Amendment No. 1 to the Amended and Restated Plan - 2008**  
**Amendment No. 2 to the Amended and Restated Plan - 2008**  
**Amendment No. 3 to the Amended and Restated Plan - 2012**  
**Amendment No. 4 to the Amended and Restated Plan - 2013**  
**Amendment No. 5 to the Amended and Restated Plan - 2014**  
**Amendment No. 6 to the Amended and Restated Plan - 2018**  
**Amendment No. 7 to the Amended and Restated Plan – 2018**  
**Amendment No. 8 to the Amended and Restated Plan – 2020**  
**Amendment No. 9 to the Amended and Restated Plan – 2020**  
**Amendment No. 10 to the Amended and Restated Plan – 2020**  
**Amendment No. 11 to the Amended and Restated Plan – 2021**  
**Amendment No. 12 to the Amended and Restated Plan - 2021**

**AMENDMENT NO. 12  
TO THE  
AMENDED AND RESTATED  
MILLS PARKWAY URBAN RENEWAL PLAN**

**CITY OF WEST DES MOINES, IOWA**

**INTRODUCTION AND HISTORY**

The Mills Parkway Urban Renewal Plan for the Mills Parkway Urban Renewal Area ("Area" or "Urban Renewal Area") was originally adopted in 1999, and has been amended several times, including the adoption of an Amended and Restated Mills Parkway Urban Renewal Plan ("Plan" or "Urban Renewal Plan") in 2007, which Plan has been amended eleven times, most recently by Amendment No. 11 in 2021. The Urban Renewal Plan is being further amended by the adoption of this Amendment No. 12 to the Plan ("Amendment" or "Amendment No. 12") to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

No land is being added to or removed from the Urban Renewal Area by this Amendment. Accordingly, the previously established "base values" or "base valuations" of the original Urban Renewal Area and any subareas added by prior amendments to the Plan will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

**AREA DESIGNATION**

The Urban Renewal Area continues to be an economic development area that is appropriate for the promotion of commercial and industrial development, as described in the Plan as previously amended.

**DEVELOPMENT PLAN**

The Urban Renewal Plan, as amended, and this Amendment are in conformity with the West Des Moines Comprehensive Plan, adopted September 20, 2010, which is the City of West Des Moines' ("City") general plan for the development of the City as a whole.

This Plan does not in any way replace or modify the City's current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan, as amended.

**PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

**ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 12)**

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 12 include:

**1. Public Improvements:**

<b>Urban Renewal Project Description</b>	<b>Estimated Date</b>	<b>Estimated Cost</b>	<b>Rationale</b>
<p>Stagecoach Drive from South Jordan Creek Parkway to South 78<sup>th</sup> Street – Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, water main, related utilities and sewers, storm water conveyance structures, fiber conduit, bridges and culverts, signage, and related items.</p> <p>The City has entered or contemplates entering into an Infrastructure Agreement with Jordan Ridge, LLC (or a related entity) in which Jordan Ridge, LLC agrees to transfer to the City right-of-way for this project in exchange for the City completing this project, all conditioned on the inclusion of this project in this Amendment.</p>	2021-2022	\$6,000,000	Stagecoach Drive is an arterial street. The improvements to Stagecoach Drive will provide direct paved access to commercial and office development that may take place in the Area and facilitate said development.
<p>Stagecoach Drive from South 78<sup>th</sup> Street to South 81<sup>st</sup> Street – Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, water main, related utilities and sewers, storm water conveyance</p>	2022-2025	\$6,000,000	Stagecoach Drive is an arterial street. The improvements to Stagecoach Drive will provide direct paved access to commercial and office development that may take place in the Area and facilitate said development.

structures, fiber conduit, bridges and culverts, signage, and related items.			
<b>Total</b>		<b>\$12,000,000</b>	

**2. Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such development agreements will not exceed \$5,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$50,000

**FINANCIAL DATA**

1.	July 1, 2021 constitutional debt limit:	\$468,115,757
2.	Current outstanding general obligation debt:	\$255,871,703
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 12) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. Subject to the foregoing, it is estimated that the City’s costs for the Eligible Urban Renewal Projects (Amendment No. 12) as described above will be approximately as stated in the next column:	\$17,050,000  This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

**URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

**EFFECTIVE PERIOD**

This Amendment No. 12 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code.

Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

**REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

01919636-1\11333-386

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND  
 A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 12  
 TO THE AMENDED AND RESTATED MILLS PARKWAY  
 URBAN RENEWAL PLAN IN THE CITY OF WEST DES  
 MOINES, STATE OF IOWA

WHEREAS, by action taken on July 26, 1999, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Mills Parkway Urban Renewal Plan for the Mills Parkway Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Mills Parkway Urban Renewal Plan was subsequently amended in 2003 and amended and restated in 2007 when the City adopted the Amended and Restated Mills Parkway Urban Renewal Plan (the "Amended and Restated Plan" or "Plan"), which Amended and Restated Plan has been subsequently amended several times, most recently by Amendment No. 11 to the Plan adopted April 5, 2021, and which Plan, as amended, is on file in the offices of the Dallas County Recorder and Polk County Recorder; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 17, TO THE EAST BOUNDARY LINE OF SOUTHWOODS EAST PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTH, ALONG THE EAST BOUNDARY LINES OF SOUTHWOODS EAST PLAT 2, SOUTHWOODS EAST PLAT 1, SOUTHWOODS EAST PLAT 5, SOUTHWOODS EAST PLAT 6, SOUTHWOODS EAST PLAT 7 AND MEADOW VISTA, ALL OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF OUTLOT "G", SAID MEADOW VISTA; THENCE WESTERLY, ALONG THE SOUTHERLY BOUNDARY OF SAID MEADOW VISTA, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF HAWTHORNE DRIVE EXTENDED FROM THE WEST SIDE OF SOUTH 50TH STREET; THENCE WEST AND SOUTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF HAWTHORNE DRIVE AND ITS EXTENSION, TO THE MOST SOUTHERLY CORNER OF LOT 1, WISTFUL VISTA PLAT 4, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWEST, ALONG THE SOUTHWESTERLY LINE OF LOT 1, SAID WISTFUL VISTA PLAT 4, TO THE SOUTHWESTERLY CORNER OF LOT 1, SAID WISTFUL VISTA PLAT 4. SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE NORTH, ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, TO THE SOUTHWEST

CORNER OF LOT 15, WISTFUL VISTA PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, TO THE SOUTHEAST CORNER OF LOT 3, VILLAS OF BERKSHIRE HILLS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID VILLAS OF BERKSHIRE HILLS, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE VIEW DRIVE AS PRESENTLY ESTABLISHED; THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE VIEW DRIVE, TO THE NORTH BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, AND OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 4, TO THE NORTHWESTERLY CORNER OF LOT 142, SAID PONDEROSA VALLEY PLAT 4; THENCE SOUTHWESTERLY, ALONG THE NORTHWEST BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, TO THE NORTHWEST CORNER OF LOT 136, SAID PONDEROSA VALLEY PLAT 4; THENCE SOUTHERLY, ALONG THE WEST BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, TO THE SOUTHEAST CORNER OF LOT 99, PONDEROSA VALLEY PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 2, TO THE SOUTHWEST CORNER OF LOT 107, SAID PONDEROSA VALLEY PLAT 2; THENCE NORTH, ALONG WEST BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 2 AND THE WEST BOUNDARY LINE OF PONDEROSA VALLEY PLAT 3, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF LOT 14, WESTRIDGE ESTATES PLAT 4, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTH BOUNDARY LINE OF WESTRIDGE ESTATES PLAT 4, TO THE WEST LINE OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 18, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24, TO A POINT 428.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE WEST, A DISTANCE OF 270 FEET; THENCE SOUTH, A DISTANCE OF 163 FEET; THENCE WEST, A DISTANCE OF 178 FEET; THENCE SOUTH, A DISTANCE OF 559 FEET, TO THE CENTERLINE OF SOUTH 60TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTH 51° 41' EAST (ASSUMED), A DISTANCE OF 569.3 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24, TO THE CENTERLINE OF BOONEVILLE ROAD AS PRESENTLY ESTABLISHED; THENCE WESTERLY, ALONG THE CENTERLINE OF SAID BOONEVILLE ROAD, TO THE EAST LINE OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE CONTINUING WESTERLY, ALONG THE CENTERLINE OF SAID BOONEVILLE ROAD, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23. SAID POINT BEING THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SAID SECTION 23; THENCE

WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER, OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE NORTHEAST CORNER, OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE EAST 14 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 14 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 27, TO THE CENTERLINE INTERSECTION OF DALLAS COUNTY HIGHWAY F90 AS PRESENTLY ESTABLISHED; THENCE EASTERLY, ALONG THE CENTERLINE OF SAID DALLAS COUNTY HIGHWAY F90, TO A POINT ON THE WEST LINE OF SECTION 25, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 25, TO THE CENTER OF THE RACCOON RIVER; THENCE EASTERLY, ALONG THE CENTER OF THE RACCOON RIVER, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, TO THE HIGHWATER MARK ON THE NORTH BANK OF THE RACCOON RIVER; THENCE EASTERLY, ALONG THE HIGHWATER MARK ON THE NORTH BANK OF THE RACCOON RIVER, TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE NORTH, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS PRESENTLY ESTABLISHED; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE SOUTHEAST CORNER OF LOT 4, GRAND TRACE, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE EAST, TO THE SOUTHWEST CORNER OF LOT 4, OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTHEASTERLY, ALONG THE SOUTH LINE OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP

78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE EAST LINE OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND ITS EXTENSION, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS PRESENTLY ESTABLISHED; THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE, TO THE SOUTHWEST CORNER OF LOT 46, QUAIL PARK PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHERLY, ALONG THE WEST BOUNDARY LINES OF QUAIL PARK PLAT 1, AND QUAIL PARK PLAT 2, OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHWEST CORNER OF LOT 7, SAID QUAIL PARK PLAT 2; THENCE SOUTH, ALONG THE WEST LINE OF LOT 7, SAID QUAIL PARK PLAT 2, TO THE MOST SOUTHERLY CORNER OF LOT 5, QUAIL PARK WEST, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID QUAIL PARK WEST, TO THE MOST SOUTHERLY CORNER OF LOT 12, QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWESTERLY AND WESTERLY, ALONG THE SOUTHERLY BOUNDARY OF SAID QUAIL MEADOWS, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTHERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE NORTHWEST CORNER OF LOT 1, SAID QUAIL MEADOWS; THENCE EAST, ALONG THE NORTH BOUNDARY OF SAID QUAIL MEADOWS, TO THE SOUTHWEST CORNER OF LOT 1, QUAIL PARK VISTA, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID QUAIL PARK VISTA, TO THE NORTHWEST CORNER OF LOT 4, SAID QUAIL PARK VISTA; THENCE EAST, ALONG THE NORTH LINE OF LOT 4, SAID QUAIL PARK VISTA, TO THE SOUTHWEST CORNER OF LOT 6, WESTERNWOODS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID WESTERNWOODS TO THE NORTHWEST CORNER OF LOT "B" (STREET), SAID WESTERNWOODS; THENCE EAST, ALONG THE NORTH LINE OF LOT "B" (STREET), SAID WESTERNWOODS, TO THE NORTHEAST CORNER OF LOT "B" (STREET), SAID WESTERNWOODS. SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, TO THE NORTH RIGHT-OF-WAY LINE OF FULLER ROAD AS PRESENTLY ESTABLISHED; THENCE WESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF FULLER ROAD, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GEORGE M. MILLS CIVIC PARKWAY AS PRESENTLY ESTABLISHED; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GEORGE M. MILLS CIVIC PARKWAY AND ITS EXTENSION, TO THE POINT OF BEGINNING;

but excluding:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE CENTER LINE OF SOUTH 50TH STREET AND THE EXTENSION OF THE NORTHERLY BOUNDARY LINE OF QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID QUAIL MEADOWS NORTH, TO THE SOUTHWEST CORNER OF LOT 10, SAID QUAIL MEADOWS NORTH;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID QUAIL MEADOWS NORTH, TO THE SOUTH BOUNDARY OF QUAIL PARK MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE SOUTH LINE OF SAID QUAIL PARK MEADOWS, TO THE SOUTHWEST CORNER OF LOT 34, SAID QUAIL PARK MEADOWS;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID QUAIL PARK MEADOWS, TO THE SOUTHWEST CORNER OF WESTERNWOODS PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID WESTERNWOODS PLAT 2, TO THE SOUTHEAST CORNER OF FIELDSTONE PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID FIELDSTONE PLAT 1, TO THE NORTHEAST CORNER OF SAID FIELDSTONE PLAT 1;

THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID FIELDSTONE PLAT 1, TO THE CENTER LINE OF SOUTH 50TH STREET;

THENCE SOUTH, ALONG THE CENTER LINE OF SOUTH 50TH STREET, TO THE POINT OF BEGINNING;

and excluding:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTH 50TH STREET AND THE NORTH RIGHT-OF-WAY LINE (EXTENDED) OF GRAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE (EXTENDED) OF GRAND AVENUE TO THE SOUTHWEST CORNER OF LOT 46, QUAIL PARK PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHERLY, ALONG THE WEST BOUNDARY LINES OF QUAIL PARK PLAT 1, AND QUAIL PARK PLAT 2, OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHWEST CORNER OF LOT 7, SAID QUAIL PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF LOT 7, SAID QUAIL PARK PLAT 2, TO THE MOST SOUTHERLY CORNER OF LOT 5, QUAIL PARK WEST, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID QUAIL PARK WEST, TO THE MOST SOUTHERLY CORNER OF LOT 12, QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHWESTERLY AND WESTERLY, ALONG THE SOUTHERLY BOUNDARY LINE AND ITS EXTENSION OF SAID QUAIL MEADOWS, TO THE CENTER LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED;

THENCE SOUTH, ALONG THE CENTER LINE OF SOUTH 50TH STREET, TO THE POINT OF BEGINNING;

and also excluding:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 83°50'48" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF 1153.03 FEET; THENCE SOUTH 44°20'46" EAST 381.23 FEET; THENCE SOUTH 00°02'38" EAST 783.48 FEET TO THE NORTH LINE OF FUTURE RIGHT OF WAY OF GRAND AVENUE; THENCE SOUTH 89°57'15" WEST ALONG SAID NORTH LINE 1906.15 FEET; THENCE NORTH 00°43'42" EAST 880.04 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 83°35'34" EAST ALONG SAID NORTH LINE 484.52 FEET TO

THE POINT OF BEGINNING AND CONTAINING 41.95 ACRES (1,837,552 SQUARE FEET).

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH  $83^{\circ}19'19''$  EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 2023.73 FEET TO THE WEST LINE OF THE SURVEY RECORDED IN BOOK 7, PAGE 483; THENCE SOUTH  $1^{\circ}10'11''$  EAST ALONG SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, 1308.37 FEET TO THE NORTH LINE OF RIGHT OF WAY OF FUTURE GRAND AVENUE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2917.50 FEET, WHOSE ARC LENGTH IS 22.37 FEET AND WHOSE CHORD BEARS NORTH  $78^{\circ}49'06''$  WEST, 22.37 FEET; THENCE NORTH  $78^{\circ}35'55''$  WEST CONTINUING ALONG SAID NORTH LINE, 763.47 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 2082.50 FEET, WHOSE ARC LENGTH IS 1287.50 FEET AND WHOSE CHORD BEARS SOUTH  $83^{\circ}41'24''$  WEST, 1267.09 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1917.50 FEET, WHOSE ARC LENGTH IS 802.39 FEET AND WHOSE CHORD BEARS SOUTH  $77^{\circ}57'59''$  WEST, 796.54 FEET; THENCE SOUTH  $89^{\circ}57'15''$  WEST ALONG SAID NORTH LINE, 174.64 FEET; THENCE NORTH  $00^{\circ}02'38''$  WEST, 1114.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH  $83^{\circ}26'45''$  EAST ALONG SAID NORTH LINE, 953.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 74.02 ACRES (3,224,151 SQUARE FEET) EXCLUDING EXISTING ROAD RIGHT OF WAY.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TAX INCREMENT SUBDISTRICT #1

A TRACT OF LAND IN SECTIONS 13 AND 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, AND

THE NORTH TEN ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, AND

THE NORTH TEN ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA.

TAX INCREMENT SUBDISTRICT #3

A TRACT OF LAND IN SECTIONS 14, 23 AND 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE CENTER LINE OF BOONEVILLE ROAD AND THE WEST BOUNDARY LINE (EXTENDED) OF LAKEVIEW HEIGHTS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTHERLY, ALONG THE WEST BOUNDARY LINE OF SAID LAKEVIEW HEIGHTS, TO THE SOUTHWEST CORNER OF LOT 1, LAKEVIEW HEIGHTS PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST BOUNDARY LINE OF SAID LAKEVIEW HEIGHTS PLAT 2, TO A POINT ON THE SOUTH LINE OF THE NORTH TEN ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH TEN ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH TEN ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, TO THE EAST LINE OF SECTION 23; TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 23, TO THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 14, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTH LINE OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 23, TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTH, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 23, TO THE CENTER OF SAID SECTION 23;

THENCE EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 23, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, TO THE CENTERLINE OF BOONEVILLE ROAD;

THENCE EASTERLY, ALONG THE CENTERLINE OF SAID BOONEVILLE ROAD, TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING:

THE SOUTH 748 FEET OF THE WEST 582 FEET OF THE EAST 15 CHAINS OF THE NORTH 19.3 CHAINS OF THE NORTHEAST FRACTIONAL QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA

AND

THAT PORTION THEREOF LYING NORTH OF THE SOUTHERN BOUNDARY OF THE PUBLIC RIGHT-OF-WAY OF CASCADE AVENUE.

Note: Due to a parcel split issue, all of Lot 2 of Etzel Properties Plat 1, West Des Moines, Iowa, Dallas County is contained in Subdistrict #5 and no part of Lot 2 is within Subdistrict #3.

TAX INCREMENT SUBDISTRICT #4

A TRACT OF LAND IN SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHEAST QUARTER, SECTION 13, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA

TAX INCREMENT SUBDISTRICT #5

A TRACT OF LAND IN SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY IOWA;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE WEST, ALONG THE SOUTH LINE OF SECTION 14, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE POINT OF BEGINNING.

BUT EXCLUDING:

THAT PORTION THEREOF LYING NORTH OF THE SOUTHERN BOUNDARY OF THE PUBLIC RIGHT-OF-WAY OF CASCADE AVENUE.

Note: Due to a parcel split issue, all of Lot 2 of Etzel Properties Plat 1, West Des Moines, Iowa, Dallas County is contained in Subdistrict #5 and no part of Lot 2 is within Subdistrict #3.

#### TAX INCREMENT SUBDISTRICT #6

A PARCEL OF LAND IN THE SE1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., INCLUDING PARCEL 'A' RECORDED IN BOOK 835, PAGE 606 AND THE PROPERTY SHOWN IN THE BOUNDARY SURVEY RECORDED IN BOOK 2006, PAGE 20117, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT A, WELLS FARGO PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 2004, PAGE 14993 AT THE DALLAS COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH JORDAN CREEK PARKWAY; THENCE S00°27'40"W 2034.46 FEET ALONG THE WEST LINE OF SAID LOT A AND SAID

WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1190.74 FEET AND A CHORD BEARING OF S01°51'33"W, AN ARC LENGTH OF 58.12 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT; THENCE N44°32'20"W, 75.00 FEET TO A POINT; THENCE N89°32'20"W, 63.05 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 945.47 FEET AND A CHORD BEARING OF N86°19'27"W, AN ARC LENGTH OF 106.10 FEET TO A POINT; THENCE N76°25'02"W, 42.41 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 941.47 FEET AND A CHORD BEARING OF N66°11'35"W, AN ARC LENGTH OF 471.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 821.47 FEET AND A CHORD BEARING OF N57°48'07"W, AN ARC LENGTH OF 170.92 FEET TO A POINT; THENCE N26°14'14"E, 10.00 FEET TO A POINT; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 831.47 FEET AND A CHORD BEARING OF N80°16'05"W, AN ARC LENGTH OF 479.05 FEET TO A POINT OF TANGENCY; THENCE S83°13'36"W, 1223.41 FEET TO A POINT ON THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 14; THENCE N00°09'34"E, 308.41 FEET ALONG SAID WEST LINE TO THE NW CORNER OF SAID SW1/4 SE1/4; THENCE N00°09'34"E, 1319.46 FEET ALONG THE WEST LINE OF THE NW1/4 SE1/4 OF SAID SECTION 14 TO THE CENTER OF SAID SECTION 14; THENCE N83°28'58"E, 1317.13 FEET ALONG THE NORTH LINE OF SAID NW1/4 SE1/4 TO THE NE CORNER OF SAID NW1/4 SE1/4; THENCE S00°24'24"W, 83.11 FEET ALONG THE EAST LINE OF SAID NW1/4 SE1/4 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MILLS CIVIC PARKWAY AS IT IS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 2002, PAGE 15031 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE N83°29'03"E, 1188.82 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT; THENCE S48°01'37"E, 46.75 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 99.679 ACRES INCLUDING 1.417 ACRES OF PUBLIC ROAD EASEMENT.

#### TAX INCREMENT SUBDISTRICT #7

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 83°50'48" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF 1153.03 FEET; THENCE SOUTH 44°20'46" EAST 381.23 FEET; THENCE SOUTH 00°02'38" EAST 783.48 FEET TO THE NORTH LINE OF FUTURE RIGHT OF WAY OF GRAND AVENUE; THENCE SOUTH 89°57'15" WEST ALONG SAID NORTH LINE 1906.15 FEET; THENCE NORTH 00°43'42" EAST 880.04 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION

22; THENCE NORTH 83°35'34" EAST ALONG SAID NORTH LINE 484.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.95 ACRES (1,837,552 SQUARE FEET).

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 83°19'19" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 2023.73 FEET TO THE WEST LINE OF THE SURVEY RECORDED IN BOOK 7, PAGE 483; THENCE SOUTH 1°10'11" EAST ALONG SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, 1308.37 FEET TO THE NORTH LINE OF RIGHT OF WAY OF FUTURE GRAND AVENUE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2917.50 FEET, WHOSE ARC LENGTH IS 22.37 FEET AND WHOSE CHORD BEARS NORTH 78°49'06" WEST, 22.37 FEET; THENCE NORTH 78°35'55" WEST CONTINUING ALONG SAID NORTH LINE, 763.47 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 2082.50 FEET, WHOSE ARC LENGTH IS 1287.50 FEET AND WHOSE CHORD BEARS SOUTH 83°41'24" WEST, 1267.09 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1917.50 FEET, WHOSE ARC LENGTH IS 802.39 FEET AND WHOSE CHORD BEARS SOUTH 77°57'59" WEST, 796.54 FEET; THENCE SOUTH 89°57'15" WEST ALONG SAID NORTH LINE, 174.64 FEET; THENCE NORTH 00°02'38" WEST, 1114.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 83°26'45" EAST ALONG SAID NORTH LINE, 953.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 74.02 ACRES (3,224,151 SQUARE FEET) EXCLUDING EXISTING ROAD RIGHT OF WAY.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AMENDMENT NO. 4 AREA

First Part

**REMOVAL** OF ORIGINAL MILLS PARKWAY URBAN RENEWAL AREA  
(WITH EXCEPTIONS AND ADDITIONS OF PUBLIC RIGHT-OF-WAY)

THE ORIGINAL URBAN RENEWAL PLAN FOR THE MILLS PARKWAY URBAN RENEWAL AREA APPROVED BY RESOLUTION NUMBER 99-06-14-05 ON JUNE 14, 1999, AND AMENDED BY RESOLUTION NUMBER 03-11-10-05 ON NOVEMBER 10, 2003, AS DESCRIBED BELOW IS BEING REMOVED SUBJECT TO EXCEPTIONS AND ADDITIONS AS NOTED:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 17, TO THE EAST BOUNDARY LINE OF SOUTHWOODS EAST PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTH, ALONG THE EAST BOUNDARY LINES OF SOUTHWOODS EAST PLAT 2, SOUTHWOODS EAST PLAT 1, SOUTHWOODS EAST PLAT 5, SOUTHWOODS EAST PLAT 6, SOUTHWOODS EAST PLAT 7 AND MEADOW VISTA, ALL OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF OUTLOT "G", SAID MEADOW VISTA; THENCE WESTERLY, ALONG THE SOUTHERLY BOUNDARY OF SAID MEADOW VISTA, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF HAWTHORNE DRIVE EXTENDED FROM THE WEST SIDE OF SOUTH 50TH STREET; THENCE WEST AND SOUTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF HAWTHORNE DRIVE AND ITS EXTENSION, TO THE MOST SOUTHERLY CORNER OF LOT 1, WISTFUL VISTA PLAT 4, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWEST, ALONG THE SOUTHWESTERLY LINE OF LOT 1, SAID WISTFUL VISTA PLAT 4, TO THE SOUTHWESTERLY CORNER OF LOT 1, SAID WISTFUL VISTA PLAT 4. SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE NORTH, ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, TO THE SOUTHWEST CORNER OF LOT 15, WISTFUL VISTA PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, TO THE SOUTHEAST CORNER OF LOT 3, VILLAS OF BERKSHIRE HILLS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID VILLAS OF BERKSHIRE HILLS, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE VIEW DRIVE AS PRESENTLY ESTABLISHED; THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE VIEW DRIVE, TO THE NORTH BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 4, TO THE NORTHWESTERLY CORNER OF LOT 142, SAID PONDEROSA VALLEY PLAT 4; THENCE SOUTHWESTERLY, ALONG THE NORTHWEST BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, TO THE NORTHWEST CORNER OF LOT 136, SAID PONDEROSA VALLEY PLAT 4; THENCE SOUTHERLY, ALONG THE WEST BOUNDARY LINE OF PONDEROSA VALLEY PLAT 4, TO THE SOUTHEAST CORNER OF LOT 99, PONDEROSA VALLEY PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 2, TO THE SOUTHWEST CORNER OF LOT 107, SAID PONDEROSA VALLEY PLAT 2; THENCE NORTH, ALONG WEST BOUNDARY LINE OF SAID PONDEROSA VALLEY PLAT 2 AND THE WEST BOUNDARY LINE OF PONDEROSA VALLEY

PLAT 3, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF LOT 14, WESTRIDGE ESTATES PLAT 4, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE WEST, ALONG THE SOUTH BOUNDARY LINE OF WESTRIDGE ESTATES PLAT 4, TO THE WEST LINE OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 18, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24, TO A POINT 428.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE WEST, A DISTANCE OF 270 FEET; THENCE SOUTH, A DISTANCE OF 163 FEET; THENCE WEST, A DISTANCE OF 178 FEET; THENCE SOUTH, A DISTANCE OF 559 FEET, TO THE CENTERLINE OF SOUTH 60TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTH 51° 41' EAST (ASSUMED), A DISTANCE OF 569.3 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24, TO THE CENTERLINE OF BOONEVILLE ROAD AS PRESENTLY ESTABLISHED; THENCE WESTERLY, ALONG THE CENTERLINE OF SAID BOONEVILLE ROAD, TO THE EAST LINE OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE CONTINUING WESTERLY, ALONG THE CENTERLINE OF SAID BOONEVILLE ROAD, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23. SAID POINT BEING THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SAID SECTION 23; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER, OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE NORTHEAST CORNER, OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE EAST 14 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 14 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE EAST 14 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 27, TO THE CENTERLINE INTERSECTION OF DALLAS COUNTY HIGHWAY F90 AS PRESENTLY ESTABLISHED; THENCE EASTERLY, ALONG THE CENTERLINE OF SAID DALLAS COUNTY HIGHWAY F90, TO A POINT ON

THE WEST LINE OF SECTION 25, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 25, TO THE CENTER OF THE RACCOON RIVER; THENCE EASTERLY, ALONG THE CENTER OF THE RACCOON RIVER, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, TO THE HIGHWATER MARK ON THE NORTH BANK OF THE RACCOON RIVER; THENCE EASTERLY, ALONG THE HIGHWATER MARK ON THE NORTH BANK OF THE RACCOON RIVER, TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE NORTH, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS PRESENTLY ESTABLISHED; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE SOUTHEAST CORNER OF LOT 4, GRAND TRACE, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE EAST, TO THE SOUTHWEST CORNER OF LOT 4, OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTHEASTERLY, ALONG THE SOUTH LINE OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, TO THE SOUTHEAST CORNER OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE EAST LINE OF LOT 4, SAID OFFICIAL PLAT OF THE NORTH HALF OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND ITS EXTENSION, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS PRESENTLY ESTABLISHED; THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE, TO THE SOUTHWEST CORNER OF LOT 46, QUAIL PARK PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHERLY, ALONG THE WEST BOUNDARY LINES OF QUAIL PARK PLAT 1, AND QUAIL PARK PLAT 2, OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHWEST CORNER OF LOT 7, SAID QUAIL PARK PLAT 2; THENCE SOUTH, ALONG THE WEST LINE OF LOT 7, SAID QUAIL PARK PLAT 2, TO THE MOST SOUTHERLY CORNER OF LOT 5, QUAIL PARK WEST, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID QUAIL PARK WEST, TO THE MOST SOUTHERLY CORNER OF LOT 12, QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTHWESTERLY AND WESTERLY, ALONG THE SOUTHERLY BOUNDARY OF SAID QUAIL MEADOWS, TO THE EAST

RIGHT-OF-WAY LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED; THENCE NORTHERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 50TH STREET, TO THE NORTHWEST CORNER OF LOT 1, SAID QUAIL MEADOWS; THENCE EAST, ALONG THE NORTH BOUNDARY OF SAID QUAIL MEADOWS, TO THE SOUTHWEST CORNER OF LOT 1, QUAIL PARK VISTA, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID QUAIL PARK VISTA, TO THE NORTHWEST CORNER OF LOT 4, SAID QUAIL PARK VISTA; THENCE EAST, ALONG THE NORTH LINE OF LOT 4, SAID QUAIL PARK VISTA, TO THE SOUTHWEST CORNER OF LOT 6, WESTERNWOODS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID WESTERNWOODS TO THE NORTHWEST CORNER OF LOT "B" (STREET), SAID WESTERNWOODS; THENCE EAST, ALONG THE NORTH LINE OF LOT "B" (STREET), SAID WESTERNWOODS, TO THE NORTHEAST CORNER OF LOT "B" (STREET), SAID WESTERNWOODS. SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE NORTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, TO THE NORTH RIGHT-OF-WAY LINE OF FULLER ROAD AS PRESENTLY ESTABLISHED; THENCE WESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF FULLER ROAD, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GEORGE M. MILLS CIVIC PARKWAY AS PRESENTLY ESTABLISHED; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GEORGE M. MILLS CIVIC PARKWAY AND ITS EXTENSION, TO THE POINT OF BEGINNING;

but excluding:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE CENTER LINE OF SOUTH 50TH STREET AND THE EXTENSION OF THE NORTHERLY BOUNDARY LINE OF QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID QUAIL MEADOWS NORTH, TO THE SOUTHWEST CORNER OF LOT 10, SAID QUAIL MEADOWS NORTH;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID QUAIL MEADOWS NORTH, TO THE SOUTH BOUNDARY OF QUAIL PARK MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE SOUTH LINE OF SAID QUAIL PARK MEADOWS, TO THE SOUTHWEST CORNER OF LOT 34, SAID QUAIL PARK MEADOWS;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID QUAIL PARK MEADOWS, TO THE SOUTHWEST CORNER OF WESTERNWOODS PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID WESTERNWOODS PLAT 2, TO THE SOUTHEAST CORNER OF FIELDSTONE PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID FIELDSTONE PLAT 1, TO THE NORTHEAST CORNER OF SAID FIELDSTONE PLAT 1;

THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID FIELDSTONE PLAT 1, TO THE CENTER LINE OF SOUTH 50TH STREET;

THENCE SOUTH, ALONG THE CENTER LINE OF SOUTH 50TH STREET, TO THE POINT OF BEGINNING;

and excluding:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTH 50TH STREET AND THE NORTH RIGHT-OF-WAY LINE (EXTENDED) OF GRAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE (EXTENDED) OF GRAND AVENUE TO THE SOUTHWEST CORNER OF LOT 46, QUAIL PARK PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHERLY, ALONG THE WEST BOUNDARY LINES OF QUAIL PARK PLAT 1, AND QUAIL PARK PLAT 2, OFFICIAL PLATS NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, TO THE SOUTHWEST CORNER OF LOT 7, SAID QUAIL PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF LOT 7, SAID QUAIL PARK PLAT 2, TO THE MOST SOUTHERLY CORNER OF LOT 5, QUAIL PARK WEST, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID QUAIL PARK WEST, TO THE MOST SOUTHERLY CORNER OF LOT 12, QUAIL MEADOWS, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTHWESTERLY AND WESTERLY, ALONG THE SOUTHERLY BOUNDARY LINE AND ITS EXTENSION OF SAID QUAIL MEADOWS, TO THE CENTER LINE OF SOUTH 50TH STREET AS PRESENTLY ESTABLISHED;

THENCE SOUTH, ALONG THE CENTER LINE OF SOUTH 50TH STREET, TO THE POINT OF BEGINNING;

and also excluding:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH  $83^{\circ}50'48''$  EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF 1153.03 FEET; THENCE SOUTH  $44^{\circ}20'46''$  EAST 381.23 FEET; THENCE SOUTH  $00^{\circ}02'38''$  EAST 783.48 FEET TO THE NORTH LINE OF FUTURE RIGHT OF WAY OF GRAND AVENUE; THENCE SOUTH  $89^{\circ}57'15''$  WEST ALONG SAID NORTH LINE 1906.15 FEET; THENCE NORTH  $00^{\circ}43'42''$  EAST 880.04 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH  $83^{\circ}35'34''$  EAST ALONG SAID NORTH LINE 484.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.95 ACRES (1,837,552 SQUARE FEET).

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH  $83^{\circ}19'19''$  EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 2023.73 FEET TO THE WEST LINE OF THE SURVEY RECORDED IN BOOK 7, PAGE 483; THENCE SOUTH  $1^{\circ}10'11''$  EAST, ALONG SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, 1308.37 FEET TO THE NORTH LINE OF RIGHT-OF-WAY OF FUTURE GRAND AVENUE; THENCE NORTHWESTERLY, ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2917.50 FEET, WHOSE ARC LENGTH IS 22.37 FEET AND WHOSE CHORD BEARS NORTH  $78^{\circ}49'06''$  WEST, 22.37 FEET; THENCE NORTH  $78^{\circ}35'55''$  WEST CONTINUING, ALONG SAID NORTH LINE, 763.47 FEET; THENCE WESTERLY ALONG SAID NORTH LINE

AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 2082.50 FEET, WHOSE ARC LENGTH IS 1287.50 FEET AND WHOSE CHORD BEARS SOUTH 83°41'24" WEST, 1267.09 FEET; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1917.50 FEET, WHOSE ARC LENGTH IS 802.39 FEET AND WHOSE CHORD BEARS SOUTH 77°57'59" WEST, 796.54 FEET; THENCE SOUTH 89°57'15" WEST, ALONG SAID NORTH LINE, 174.64 FEET; THENCE NORTH 00°02'38" WEST, 1114.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 83°26'45" EAST, ALONG SAID NORTH LINE, 953.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 74.02 ACRES.

#### EXCEPTIONS

TRACTS OF ORIGINAL MILLS PARKWAY URBAN RENEWAL AREA WHICH WILL REMAIN IN EFFECT AND NOT BE REMOVED.

TWO TRACTS OF LAND IN SECTIONS 18 AND 19, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, AND SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN THE AREA TO REMAIN IN THE ORIGINAL MILLS PARKWAY URBAN RENEWAL AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### TRACT 1 (THIS TRACT IS ALL PUBLIC ROAD RIGHT-OF-WAY)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, TO THE EAST RIGHT-OF-WAY LINE EXTENDED OF SOUTH 60<sup>TH</sup> STREET;

THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 60<sup>TH</sup> STREET, TO THE SOUTH LINE OF LOT 5, WESTVIEW COUNTY ESTATES REPLAT, A SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 5, TO A POINT 60.0 FEET EAST OF THE WEST LINE OF SAID SECTION 18 (THE WEST LINE OF SAID SECTION 18 IS THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET);

THENCE SOUTHERLY, ALONG A LINE 60.0 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET, TO THE WEST LINE OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTHWESTERLY, ALONG A LINE NORMAL TO THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET, TO THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET;

THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET, TO THE WEST LINE OF SAID SECTION 19;

THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 18, TO THE POINT OF BEGINNING.

TRACT 2 (THIS TRACT IS ALL PUBLIC OWNED PROPERTY)

COMMENCING AT NORTHEAST CORNER SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24, TO A POINT 428.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 270 FEET;

THENCE SOUTH, A DISTANCE OF 163 FEET;

THENCE WEST, A DISTANCE OF 178 FEET;

THENCE SOUTH, A DISTANCE OF 559 FEET, TO THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET AS PRESENTLY ESTABLISHED;

THENCE NORTH 51° 41' EAST (ASSUMED BEARING), A DISTANCE OF 569.3 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 24;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 24, TO THE POINT OF BEGINNING.

TRACT 3 (THIS TRACT IS ALL PUBLIC ROAD RIGHT-OF-WAY)

A TRACT OF LAND THAT WILL BE ADDED BY AMENDMENT TO THE ORIGINAL MILLS PARKWAY URBAN RENEWAL AREA LEGAL DESCRIPTION.

A TRACT OF LAND IN SECTIONS 13 AND 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN THE AREA TO BE ADDED TO THE ORIGINAL MILLS PARKWAY URBAN RENEWAL AREA BY AMENDMENT, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 13, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 24 (SAID SECTION LINE IS THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET), TO A POINT 428.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE WEST, TO A POINT 60.0 FEET WEST OF THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET;

THENCE NORTH, ALONG A LINE 60.0 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF SOUTH 60<sup>TH</sup> STREET, TO THE NORTH LINE OF SAID SECTION 24;

THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 24, TO THE POINT OF BEGINNING.

Second Part  
AMENDMENT NO. 1 TO SUBDISTRICT #7 (Added)

A TRACT OF LAND IN SECTION 22 AND 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN AMENDMENT NUMBER 1 TO THE SUBDISTRICT SEVEN OF THE MILLS PARKWAY URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS (THIS TRACT OF LAND IS COMPRISED ENTIRELY OF PUBLIC RIGHT-OF-WAY):

BEGINNING AT THE CENTERLINE INTERSECTION OF GRAND AVENUE AND SOUTH 88<sup>TH</sup> STREET;

THENCE WEST, ALONG THE CENTERLINE OF GRAND AVENUE, TO THE WEST RIGHT-OF-WAY LINE EXTENDED OF SOUTH 88<sup>TH</sup> STREET;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE EXTENDED AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 88<sup>TH</sup> STREET, TO THE SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE EXTENDED OF SOUTH 88<sup>TH</sup> STREET, TO THE CENTERLINE OF SUGAR CREEK DRIVE;

THENCE EAST, ALONG THE CENTERLINE OF SUGAR CREEK DRIVE, TO THE CENTERLINE OF SOUTH 88<sup>TH</sup> STREET;

THENCE SOUTH 89° 27' 36" EAST (ASSUMED BEARING), A DISTANCE OF 60.0 FEET;

THENCE SOUTH 0° 32' 24" WEST (ASSUMED BEARING), A DISTANCE OF 271.44 FEET, TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY, ALONG A 940.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WITH A CHORD BEARING OF SOUTH 21° 54' 44" EAST (ASSUMED BEARING), A DISTANCE OF 736.71 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 44° 21' 51" EAST (ASSUMED BEARING), A DISTANCE OF 880.24 FEET;

THENCE SOUTH 44° 21' 51" EAST (ASSUMED BEARING), TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD;

THENCE SOUTH, ACROSS BOONEVILLE ROAD, TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 88<sup>TH</sup> STREET;

THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 88<sup>TH</sup> STREET, TO THE CENTERLINE OF GRAND AVENUE;

THENCE WEST, ALONG THE CENTERLINE OF GRAND AVENUE, TO THE POINT OF BEGINNING; and

AMENDMENT NO. 5

SUBDISTRICT #7 (MICROSOFT) AMENDMENT #2 AREA  
(all in Dallas County)

AN IRREGULAR SHAPED TRACT OF LAND IN A PORTION OF SECTIONS 21 THRU 28 INCLUSIVE, AND SECTIONS 33, 34 AND 35, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 AND ALONG THE CORPORATE LIMIT LINE OF THE CITY OF WEST DES MOINES, IOWA, TO THE SOUTHWEST CORNER OF LOT 1 IN JOHNSON CREEK ADDITION TO DALLAS COUNTY, IOWA, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTH ALONG THE WEST LINE OF SAID JOHNSON CREEK ADDITION AND ALONG THE WEST LINE OF SAID SECTION 21 AND ALONG THE CORPORATE LIMIT LINE OF THE CITY OF WEST DES MOINES TO THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 21 AND ALONG THE CORPORATE LIMIT LINE OF THE CITY OF WEST DES MOINES TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21 AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE NORTHERLY RIGHT-OF-WAY LINE OF BOONEVILLE ROAD AS IT IS PRESENTLY ESTABLISHED;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD THROUGH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THROUGH THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE WEST LINE OF STREET LOT 'W' IN CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTH ALONG THE WEST LINE OF SAID STREET LOT 'W' TO THE NORTHWEST CORNER OF SAID STREET LOT 'W'; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID STREET LOT 'W' AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD TO THE NORTHEAST CORNER OF SAID STREET LOT 'W' AND TO THE SOUTHEAST CORNER OF STREET LOT 'K' IN SAID CORRECTED MICHAEL'S LANDING PLAT 1;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID STREET LOT 'K' AND ALONG THE WEST LINE OF PARCEL A IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22 AS SHOWN IN BOOK 777 AT PAGE 912 IN THE OFFICE OF THE DALLAS COUNTY RECORDER TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD TO THE NORTHWEST CORNER OF STREET LOT 'X' IN SAID CORRECTED MICHAEL'S LANDING PLAT 1;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID STREET LOT 'X' AND ALONG THE SOUTHERLY LINE OF STREET LOT 'Y' IN SAID CORRECTED MICHAEL'S LANDING PLAT 1 TO A POINT 60 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22 AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD;

THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE WESTERLY RIGHT-OF-WAY LINE OF S. 88th STREET AS IT IS PRESENTLY ESTABLISHED;

THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID S. 88th STREET AND ALONG THE WESTERLY LINE OF THE MID-AMERICAN ENERGY COMPANY PROPERTY, LOCALLY KNOWN AS THE "WEST GRAND SUBSTATION" TO THE NORTH LINE OF LOT B IN RACCOON RIVER PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT B, OUTLOT Y AND LOT 1 IN SAID RACCOON RIVER PLAT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE SOUTH ALONG THE WEST LINE OF LOT 1 IN SAID RACCOON RIVER PLAT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1 AND TO THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS IT IS PRESENTLY ESTABLISHED;

THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 1 IN SAID RACCOON RIVER PLAT 1 TO THE SOUTHWEST CORNER OF OUTLOT Y IN SAID RACCOON RIVER PLAT 1;

THENCE EAST ALONG THE SOUTH LINE OF SAID OUTLOT Y AND ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID OUTLOT Y THROUGH LOT B IN SAID RACCOON RIVER PLAT 1 TO THE EAST LINE OF SAID LOT B;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRAND AVENUE THROUGH THE SOUTH ONE-HALF OF THE SAID SECTION 23 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF AN IRREGULAR SHAPED TRACT OF LAND WITH A PARCEL IDENTIFICATION No. 1623400008 AND LOCALLY KNOWN AS 7460 BOONEVILLE ROAD, WEST DES MOINES, IOWA;

THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID PARCEL No. 1623400008 AND ALONG THE WESTERLY LINE OF SAID PARCEL No. 1623400008 AND ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID PARCEL No. 1623400008 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD THROUGH SAID SECTIONS 23 AND 24 TO THE SOUTHWEST CORNER OF LOT G IN THE AMENDED FINAL PLAT LAKEVIEW HEIGHTS, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT G TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 25 TO THE CENTERLINE OF THE RACCOON RIVER AS IT IS PRESENTLY LOCATED IN SAID SECTION 25 AND TO THE CORPORATE LIMIT LINE OF THE CITY OF WEST DES MOINES, IOWA;

THENCE WESTERLY ALONG SAID RACCOON RIVER CENTERLINE AND SAID CORPORATE LIMIT LINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE WESTERLY ALONG SAID CORPORATE LIMIT LINE AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26;

THENCE SOUTH ALONG SAID CORPORATE LIMIT LINE AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26;

THENCE WEST ALONG SAID CORPORATE LIMIT LINE AND ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 TO THE CENTERLINE OF SAID RACCOON RIVER;

THENCE SOUTHERLY ALONG SAID CORPORATE LIMIT LINE AND ALONG SAID RACCOON RIVER CENTERLINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26;

THENCE WESTERLY ALONG SAID CORPORATE LIMIT LINE AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH ALONG SAID CORPORATE LIMIT LINE AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHERLY LINE OF AMENDED RIVER OAKS, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA;

THENCE WESTERLY ALONG SAID CORPORATE LIMIT LINE AND ALONG THE NORTHERLY LINE OF SAID AMENDED RIVER OAKS TO THE NORTHEAST CORNER OF RIVER OAKS PLAT 2, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA;

THENCE WESTERLY ALONG SAID CORPORATE LIMIT LINE AND ALONG THE NORTHERLY LINE OF SAID RIVER OAKS PLAT 2 AND ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO SAID RACCOON RIVER CENTERLINE;

THENCE WESTERLY ALONG SAID RACCOON RIVER CENTERLINE THROUGH THE NORTHEAST QUARTER OF SAID SECTION 34 AND THROUGH A PORTION OF THE SOUTH ONE-HALF OF SAID SECTION 27 TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27 TO THE CENTERLINE OF SAID RACCOON RIVER;

THENCE SOUTHERLY ALONG SAID RACCOON RIVER CENTERLINE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34;

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34;

THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34 AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO SAID RACCOON RIVER CENTERLINE;

THENCE NORTHWESTERLY ALONG SAID RACCOON RIVER CENTERLINE TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28 TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF SAID SECTION 28;

THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 TO THE NORTHWEST CORNER OF SAID SECTION 28 AND TO THE POINT OF BEGINNING.

AND

SUBDISTRICT #8 AREA (GLENNAN SQUARE)

(all in Polk County)

AN IRREGULAR SHAPED TRACT OF LAND IN SECTIONS 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN THE PARTITION PLAT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW.1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW.FRAC.1/4) OF SAID SECTION 18;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE WEST LINE OF THE NW.1/4 OF THE SW.FRAC.1/4 OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF LOT "A" IN THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST ALONG THE SOUTH LINE OF LOTS "A", 34, "G", 35, "I", AND 36, ALL IN SAID THE VILLAGE OF PONDEROSA, TO THE SOUTHEAST CORNER OF SAID LOT 36, SAID CORNER BEING ON THE WEST LINE OF LOT "D" IN WESTGLEN TOWN CENTER PLAT TWO, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "D" TO THE MOST NORTHERLY CORNER OF LOT "C" IN SAID WESTGLEN TOWN CENTER PLAT TWO;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT "C" TO THE NORTHWEST CORNER OF LOT "A" IN SAID WESTGLEN TOWN CENTER PLAT TWO;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" IN SAID WESTGLEN TOWN CENTER PLAT TWO TO THE NORTHEAST CORNER OF LOT "A" IN SAID WESTGLEN TOWN CENTER PLAT TWO;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MILLS CIVIC PARKWAY AS IT IS PRESENTLY ESTABLISHED, TO A POINT THAT IS TWO-HUNDRED FEET WEST OF THE CENTERLINE OF IOWA INTERSTATE No. 35 AS IT WAS ESTABLISHED AND SHOWN IN BOOK 3005 AT PAGE 618 IN THE OFFICE OF THE POLK COUNTY RECORDER;

THENCE SOUTH IN A STRAIGHT LINE TO THE NORTHEAST CORNER OF OUTLOT "O" IN GLEN OAKS PLAT 2, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT "O" TO THE NORTHWEST CORNER OF SAID OUTLOT "O";

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID OUTLOT "O" TO THE INTERSECTION OF THE EASTERLY LINE OUTLOT "X" IN GLEN OAKS PLAT 4, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA AND THE SOUTH RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY;

THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY TO THE INTERSECTION OF THE WESTERLY LINE OF OUTLOT "X" IN SAID GLEN OAKS PLAT 4 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY;

THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY TO THE EASTERLY LINE OF LOT 1 IN GLEN OAKS VILLAGE PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY AND ALONG A LINE PARALLEL WITH AND 7.50 FEET SOUTH OF THE NORTH LINE OF LOTS 1 THRU 7 INCLUSIVE IN SAID GLEN OAKS VILLAGE PLAT 1 TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MILLS CIVIC PARKWAY AND THE EAST LINE OF LOT 7 IN WESTVIEW COUNTRY ESTATES REPLAT, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7;

THENCE WEST ALONG THE SOUTH LINE OF LOTS 7 AND 6 IN SAID WESTVIEW COUNTRY ESTATES REPLAT TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 6 TO THE WEST LINE OF LOT "A" IN WESTVIEW COUNTRY ESTATES, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH ALONG THE WEST LINE OF LOT "A" IN SAID WESTVIEW COUNTRY ESTATES TO THE NORTHWEST CORNER OF LOT "A" IN SAID WESTVIEW COUNTRY ESTATES AND TO THE POINT OF BEGINNING.

AND

SUBDISTRICT #9 AREA (West Grand Business Park)  
(in Dallas and Polk Counties)

Legal Description for area in Dallas County:

AN IRREGULAR SHAPED TRACT OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24; AND A PORTION OF THE EASE ONE-HALF OF SECTION 25, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24;

THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD AS IT IS PRESENTLY ESTABLISHED;

THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD TO A POINT ON THE WEST LINE OF LOT "C" IN WEST GRAND BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA, SAID POINT BEING 30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT "C";

THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT "C" AND ALONG A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF LOT "E" IN SAID WEST GRAND BUSINESS PARK PLAT 1 AND ALONG A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD, TO THE NORTHEAST CORNER OF LOT 1A IN SAID WEST GRAND BUSINESS PARK PLAT 1 AND TO THE DALLAS COUNTY LINE;

THENCE SOUTH ALONG THE EAST LINE OF LOTS 1A AND "B" IN SAID WEST GRAND BUSINESS PARK PLAT 1 AND ALONG THE DALLAS COUNTY LINE, TO THE NORTHEAST CORNER OF SAID SECTION 25;

THENCE SOUTH ALONG THE EAST LINE OF LOT "B" IN SAID WEST GRAND BUSINESS PARK PLAT 1 AND ALONG THE EAST LINE OF LOTS "A" AND 1 IN SAID WEST GRAND BUSINESS PARK PLAT 2 AND ALONG THE EAST LINE OF OUTLOT X IN WEST GRAND BUSINESS PARK PLAT 2, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE CENTER OF THE RACCOON RIVER AS IT IS PRESENTLY LOCATED AND TO THE CITY OF WEST DES MOINES CORPORATE LIMIT LINE;

THENCE WESTERLY ALONG SAID CENTER OF THE RACCOON RIVER THROUGH THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALONG SAID CORPORATE LIMIT LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE NORTH ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 25 TO THE POINT OF BEGINNING.

AND

Legal Description for area in Polk County:

AN IRREGULAR SHAPED TRACT OF LAND IN A PORTION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19; A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; AND A PORTION OF GOVERNMENT LOTS 3 AND 4 OF THE NORTHWEST FRACTIONAL

QUARTER OF SECTION 30, ALL IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT (GOV'T) LOT 4, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 19;

THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 19 TO THE NORTHWEST CORNER OF LOT 1B IN WEST GRAND BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA AND TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BOONEVILLE ROAD AS IT IS PRESENTLY ESTABLISHED;

THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF LOT 1B AND OUTLOT "Y" IN SAID WEST GRAND BUSINESS PARK PLAT 1 AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD AND THE WEST LINE OF OUTLOT N IN GLEN OAKS PLAT 2, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD TO THE NORTH LINE OF GOV'T LOT 3 IN THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30;

THENCE EAST ALONG THE NORTH LINE OF SAID GOV'T LOT 3 TO THE NORTHEAST CORNER OF SAID GOV'T LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOV'T LOT 3 TO THE INTERSECTION OF THE EAST LINE OF SAID GOV'T LOT 3 AND THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE AS IT IS PRESENTLY ESTABLISHED;

THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GRAND AVENUE TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID GRAND AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF IOWA INTERSTATE HIGHWAY No. 35 AS IT IS PRESENTLY ESTABLISHED;

THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID IOWA INTERSTATE HIGHWAY No. 35 TO THE NORTH LINE OF THE CHICAGO ROCK ISLAND & PACIFIC RAILROAD RIGHT-OF-WAY AS IT IS PRESENTLY ESTABLISHED;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID CHICAGO ROCK ISLAND & PACIFIC RAILROAD RIGHT-OF-WAY TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE SOUTH LINE OF THE CHICAGO ROCK ISLAND & PACIFIC RAILROAD RIGHT-OF-WAY AS IT IS PRESENTLY ESTABLISHED;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID CHICAGO ROCK ISLAND & PACIFIC RAILROAD RIGHT-OF-WAY TO THE EAST LINE OF GOV'T LOT 4 IN SAID SECTION 30;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOV'T LOT 4 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF RACCOON RIVER DRIVE AS IT IS PRESENTLY ESTABLISHED;

THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RACCOON RIVER DRIVE TO THE WEST LINE OF SAID GOV'T LOT 4;

THENCE NORTH ALONG THE WEST LINE OF SAID GOV'T LOT 4 TO THE POINT OF BEGINNING.

Note: Together the Polk County and Dallas County legal descriptions above make up the **Legal Description of Subdistrict #9 Area**; and

AMENDMENT NO. 6  
Removed land as follows:

A TRACT OF LAND IN SECTIONS 21 AND 22, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, IS TO BE INCLUDED IN THE WOODLAND HILLS TIF DISTRICT AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF STREET LOT 'Y', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTHEASTERLY, TO THE INTERSECTION OF THE PROJECTION SOUTH OF THE WEST LINE OF STREET LOT 'Y', CORRECTED MICHAEL'S LANDING PLAT 1, AND THE SOUTH RIGHT OF WAYLINE OF BOONEVILLE ROAD;

THENCE SOUTHWESTERLY, ALONG THE SOUTH RIGHT OF WAY OF BOONEVILLE ROAD, TO THE CENTERLINE OF A VACATED ROAD TO THE SOUTH (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119);

THENCE SOUTH 00°09'02" EAST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), ALONG SAID CENTERLINE OF VACATED ROAD, A DISTANCE OF 503.32 FEET;

THENCE SOUTH 88°50'45" WEST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), A DISTANCE OF 355.30 FEET;

THENCE SOUTH 00°51'07" WEST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), A DISTANCE OF 101.00 FEET;

THENCE NORTH 87°29'50" WEST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), A DISTANCE OF 168.14 FEET;

THENCENORTH 73°39' 56" WEST (FROM SURVEY, BOOK 2018 PAGE3922 AND BOOK 3 PAGE 119), A DISTANCE OF 212.02 FEET;

THENCE SOUTH 75°03'47" WEST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), A DISTANCE OF 90.06 FEET;

THENCENORTH 45°56'21" WEST (FROM SURVEY, BOOK 2018 PAGE 3922 AND BOOK 3 PAGE 119), TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BOONEVILLE ROAD;

THENCE SOUTHWESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF BOONEVILLE ROAD, TO A POINT ON THE PROJECTION SOUTH OF THE SOUTHWEST LINE, AS SHOWN ON THE SURVEY IN BOOK 2002 PAGE 3962 OF THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE NORTHERLY, ON THE PROJECTION SOUTH OF THE SOUTHWEST LINE, AS SHOWN ON THE SAID SURVEY IN BOOK 2002 PAGE 3962, TO THE NORTH RIGHT OF WAY OF BOONEVILLE ROAD;

THENCE NORTHEASTERLY, ALONG THE NORTH RIGHT OF WAY LINE OF BOONEVILLE ROAD, TO THE SOUTHWEST CORNER OF OUTLOT 'Z', KINGS LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTHEASTERLY, ALONG THE NORTH RIGHT OF WAY LINE OF BOONEVILLE ROAD, TO THE SOUTHEAST CORNER OF OUTLOT 'Q', KINGS LANDING PLAT 2;

THENCE NORTHERLY, ALONG THE EAST LINE OF OUTLOT 'Q', KINGS LANDING PLAT 2, TO THE NORTHWEST CORNER OF STREET LOT 'W', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTHEASTERLY, ALONG THE NORTH RIGHT OF WAY LINE OF BOONEVILLE ROAD, AND THE NORTH LINE OF STREET LOT 'W', CORRECTED MICHAEL'S LANDING PLAT 1, TO A POINT ON THE WEST LINE OF LOT 38, CORRECTED MICHAEL'S LANDING PLAT 1;

THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 38, CORRECTED MICHAEL'S LANDING PLAT 1, TO THE SOUTHWEST CORNER OF LOT 38, CORRECTED MICHAEL'S LANDING PLAT 1, BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF BOONEVILLE ROAD;

THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF STREET LOT 'W', CORRECTED MICHAEL'S LANDING PLAT 1, TO THE SOUTHEAST CORNER OF OUTLOT 'HH' FOR PUBLIC GREENWAY AND TRAIL, CORRECTED MICHAEL'S LANDING PLAT 1, ALSO BEING THE NORTHWEST CORNER OF LOT 'E' STREET,

AND THE SOUTHWEST CORNER OF OUTLOT 'X', MICHAEL'S LANDING PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF LOT 'E', MICHAEL'S LANDING PLAT 3, TO THE SOUTHEAST CORNER OF LOT 41, AND THE NORTHEAST CORNER OF LOT 'E', MICHAEL'S LANDING PLAT 3;

THENCE NORTH, ALONG THE EAST LINE OF LOT 41, MICHAEL'S LAND PLAT 3, TO THE NORTHWEST CORNER OF STREET LOT 'X', ALSO BEING THE SOUTHWEST CORNER OF STREET LOT 'J', BOTH IN CORRECTED MICHAEL'S LANDING PLAT I;

THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF STREET LOT 'X', CORRECTED MICHAEL'S LANDING PLAT 1, TO THE SOUTHWEST CORNER OF OUTLOT 'S', CORRECTED MICHAEL'S LANDING PLAT I;

THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF STREET LOT 'X', CORRECTED MICHAEL'S LANDING PLAT I, TO THE POINT OF BEGINNING.

AMENDMENT NO. 7

Did not add or remove land

AMENDMENT NO. 8 AREA

Removed land as follows:

All of Mills Crossing Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa,

AND All of Lot 7, Westview Country Estates Replat, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa,

AND Part of Lot 6 of said Westview Country Estates Replat more particularly described as follows: beginning at a point on the East line of said Lot 6, 49.50 feet South of the Northeast corner thereof and on the South right-of-way line of Mills Civic Parkway; thence South along said East line to the Southeast corner of said Lot 6; thence West along the South line of said Lot 6 to the East right-of-way line of South 60<sup>th</sup> Street; thence North along said East right-of-way line to the South right-of-way line of Mills Civic Parkway; thence East along said South right-of-way line to the point of beginning.

AMENDMENT NO. 9 AREA

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA;

THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE WESTERLY RIGHT-OF-WAY LINE OF BOONEVILLE ROAD AS IT IS PRESENTLY ESTABLISHED;

THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY AND SOUTHERLY RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE WEST

LINE OF OUTLOT "N" OF GLEN OAKS PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MONES, POLK COUNTY, IOWA;

THENCE NORTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY ACQUISITION RECORDED IN A WARRANTY DEED IN BOOK 2016 ON PAGE 3211 IN THE POLK COUNTY RECORDER'S OFFICE;

THENCE NORTH TO THE SOUTHEAST CORNER OF THE RIGHT-OF-WAY ACQUISITION RECORDED IN A WARRANTY DEED IN BOOK 2016 ON PAGE 2100 IN THE POLK COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD;

THENCE SOUTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE WEST LINE OF SAID OUTLOT "N" OF GLEN OAKS PLAT 2;

THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "N" TO THE NORTHWEST CORNER THEREOF;

THENCE EAST ALONG THE NORTH LINE OF SAID OUTLOT "N" AND ALONG THE NORTH LINE OF PARCEL "A" AS SHOWN IN A RIGHT-OF-WAY ACQUISITION PLAT RECORDED IN BOOK 7117 ON PAGE 494 IN THE POLK COUNTY RECORDER'S OFFICE, TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE SOUTH ALONG THE EAST LINE OF PARCEL "A" TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE;

THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19;

THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING.

AMENDMENT NO. 10

Did not add or remove land

AMENDMENT NO. 11

Removed:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., DALLAS COUNTY, IOWA;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21;

THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND ALONG THE EAST LINES OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21 TO THE NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD;

THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE EAST LINE OF SAID SECTION 21;

THENCE SOUTH ALONG SAID EAST LINE OF SECTION 21 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID BOONEVILLE ROAD;

THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE WEST LINE OF DAWSONS RIDGE PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH ALONG SAID WEST LINE OF DAWSONS RIDGE PLAT 1 TO THE SOUTH LINE OF SAID DAWSONS RIDGE PLAT 1;

THENCE EAST ALONG SAID SOUTH LINE OF DAWSONS RIDGE PLAT 1 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH ALONG THE EAST LINE OF SAID DAWSONS RIDGE PLAT 1 TO SAID SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD;

THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22;

THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF PARCEL A OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22 AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN 699 ON PAGE 735 IN THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL A TO THE NORTHWEST CORNER OF RACCOON RIVER PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH ALONG THE WEST LINE OF SAID RACCOON RIVER PLAT 1 AND ALONG THE WEST LINE OF WEST DES MOINES PUBLIC SERVICE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID WEST DES MOINES PUBLIC SERVICE PLAT 1 TO THE EAST LINE OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., DALLAS COUNTY, IOWA;

THENCE SOUTH ALONG SAID EAST LINE OF SAID SECTION 27 TO THE SOUTH RIGHT-OF-WAY LINE OF RACCOON RIVER DRIVE (ALSO KNOWN AS COUNTY HIGHWAY F90 AND 360<sup>TH</sup> STREET);

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF RACCOON RIVER DRIVE (ALSO KNOWN AS COUNTY HIGHWAY F90 AND 360<sup>TH</sup> STREET) TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., DALLAS COUNTY, IOWA;

THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 TO THE SOUTHEAST CORNER THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 TO SAID SOUTH RIGHT-OF-WAY LINE OF RACCOON RIVER DRIVE (ALSO KNOWN AS COUNTY HIGHWAY F90 AND 360<sup>TH</sup> STREET);

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST LINE OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., DALLAS COUNTY, IOWA;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 28 TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 12 to the Plan ("Amendment No. 12" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 12 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 12 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 12 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

That the consultation on the proposed Amendment No. 12 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the September 15, 2021, in the Board Room, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:30 A.M., and the Community and Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 12, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF WEST DES MOINES, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 12 TO THE AMENDED AND RESTATED MILLS PARKWAY URBAN RENEWAL PLAN FOR THE CITY OF WEST DES MOINES, STATE OF IOWA

The City of West Des Moines, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on September 15, 2021, in the Board Room, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa concerning a proposed Amendment No. 12 to the Amended and Restated Mills Parkway Urban Renewal Plan for the Mills Parkway Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Community and Economic Development Director, or his delegate, as the designated representative of the City of West Des Moines, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 12 to the Amended and Restated Mills Parkway Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of West Des Moines, State of Iowa

(End of Notice)

That a public hearing shall be held on the proposed Amendment No. 12 before the City Council at its meeting which commences at 5:30 P.M. on October 18, 2021, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

**NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 12 TO THE AMENDED AND RESTATED MILLS PARKWAY URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF WEST DES MOINES, STATE OF IOWA**

The City Council of the City of West Des Moines, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 18, 2021 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 12 to the Amended and Restated Mills Parkway Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of West Des Moines, State of Iowa.

The Urban Renewal Area, as amended, contains the land generally depicted in the following map:



A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 12 would add and/or update the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

City Clerk, City of West Des Moines, State of Iowa

(End of Notice)

That the proposed Amendment No. 12, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 12 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7<sup>th</sup> day of September 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 7, 2021**

**ITEM:** Resolution - Approval and Acceptance of Conveyance of Property Interests for Construction of the South Area Trunk Sewer Western Extension Project

**FINANCIAL IMPACT:** \$83,770 (previously budgeted)

**SYNOPSIS:** Property interests necessary for construction of the South Area Trunk Sewer Western Extension Project have been secured through negotiated purchase agreements at the appraised fair market value established by a compensation estimate prepared by JCG Land Services, Inc., from the owners shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the appraisal shown in bold, if any. The attached resolution approves the purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 640.000.000.5550.730, Project No. 0510-033-2015 with the ultimate funding intended to come from Sewer Fee Revenue.

**OUTSTANDING ISSUES (if any):** None.

**RECOMMENDATION:**

Adopt a Resolution approving and accepting conveyance of property interests to the City of West Des Moines for Construction of the South Area Trunk Sewer Western Extension Project.

**Lead Staff Member:** Brian J. Hemesath, P.E., City Engineer 

**STAFF REVIEWS**

Department Director/Legal	Richard J. Scieszinski, City Attorney 
Engineering Services	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director 
Engineering Services	Brian J. Hemesath, P.E., City Engineer
Agenda Acceptance	

**PUBLICATIONS (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND  
CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE  
SOUTH AREA TRUNK SEWER WESTERN EXTENSION PROJECT,  
PROJECT NO. 0510-033-2015**

**WHEREAS**, on January 26, 2016, and again on August 3, 2020, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for construction of the South Area Trunk Sewer Western Extension Project (Project No. 0510-033-2015); and

**WHEREAS**, ultimate funding is intended to come from Sewer Fee Revenue; and

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, the City of West Des Moines has secured property interests through negotiated purchase agreements for the acquisition of property interests necessary for the Project; and

**WHEREAS**, the names of the property owners and the fair market value, established by compensation estimates prepared by JCG Land Services, Inc. for property to be acquired are attached hereto as **Exhibit "A"** and made a part of this resolution; and

**WHEREAS**, documents conveying property interests necessary to complete the Project have been presented to the City for approval; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:**

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the purchase agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the purchase agreements.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of **September, 2021**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**SOUTH AREA TRUNK SEWER WESTERN EXTENSION  
PROJECT NO. 0510-033-2015**

<b>EXHIBIT/ PARCEL</b>	<b>PROPERTY OWNER</b>	<b>ACQUIRED PRICE- FMV</b>	<b>SUMMARY</b>
"14-P1" "14-T1" "14-T2"	Robert L. Bowers Jr 3220 SE 22nd St 320/00401-300-018 West Des Moines, Polk County, Iowa 50265	\$43,770.00	
"15-P1" "15-T1" "15-T2"	RLB Companies LLC 3240 SE 22nd St 320/0401-300-005 West Des Moines, Polk County, Iowa 50265	\$40,000.00	<b>includes additional \$10,000 for landscaping/cost-to- cure and a miscellaneous charge of \$915 was added due to rounding on the Amended Offer to Purchase</b>
	<b>TOTAL</b>	<b>\$83,770.00</b>	

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(t)1**

**ITEM:** Approval of Proclamation  
Underground Railroad Month

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:** The historic Jordan House Museum is one of over 600 locations throughout the United States listed in the National Underground Railroad Network to Freedom program which is operated by the National Park Service. The program coordinates preservation and education efforts nationwide and integrates local historical places, museums, and interpretive programs associated with the Underground Railroad into a mosaic of community, regional, and national stories.

The NPS project builds upon and is supported by community initiatives around the country as well as legislation passed in 1990 and the National Underground Railroad Network to Freedom Act of 1998. Its mission, through collaboration with local, state and federal entities, as well as individuals and organizations, is to honor, preserve and promote the history of resistance to enslavement through escape and flight, which continues to inspire people worldwide. Through its mission, the Network to Freedom helps to advance the idea that all human beings embrace the right to self-determination and freedom from oppression.

In 2019, the governor of Maryland was the first to declare September as International Underground Railroad Month. September is an appropriate month because it marks two significant milestones for Maryland: the anniversary of Frederick Douglass’s self-liberation from Baltimore’s President Street Station on September 3 and the anniversary of Harriet Tubman’s self-liberation from Maryland’s Eastern Shore on September 17.

The National Park Service encouraged those entities in the Network to Freedom to consider asking state and local government officials to proclaim September as International Underground Railroad Month. With the Jordan House Museum, as well as Huston Cemetery, playing significant roles in West Des Moines’ history, the West Des Moines Historical Society has asked Mayor Gaer to proclaim September as International Underground Railroad Month in West Des Moines.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Approval of Proclamation declaring September 2021 as “Underground Railroad Month”

**Lead Staff Member:** Allison Ullestad, Arts, Culture, and Enrichment Supervisor

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>JA</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

*Proclamation*  
*International Underground Railroad Month*  
*September 2021*

*Whereas*, in recognition of West Des Moines as a powerful destination for authentic Underground Railroad history and in commemoration of all those involved in the Underground Railroad, including West Des Moines' courageous abolitionists, including James C. Jordan and wives Cynthia and Melinda Jordan, as well as James B. Huston and wife Nancy Hill Huston.

*Whereas*, in appreciation of the inspiring efforts of the people of West Des Moines who have committed themselves to document, share, and learn about the Underground Railroad through the Jordan House Museum and Huston Cemetery; and

*Whereas*, the West Des Moines Historical Society acknowledges the significance of the Underground Railroad, and all those involved, for its contribution to the eradication of slavery in the United States and as a cornerstone for a more comprehensive civil rights movement that followed.

*Whereas*, International Underground Railroad Month provides an opportunity for world-wide open dialogue that illuminates the hopes that arise from freedom for all people.

***NOW, THEREFORE***, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim September 1-30, 2021, as International Underground Railroad Month in West Des Moines and do commend this observance to all West Des Moines citizens.

Signed this 7th day of September, 2021.

ATTEST:

\_\_\_\_\_  
Steven K. Gaer, Mayor

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approval of Proclamation  
Welcoming Week  
September 10-19, 2021

**DATE:** September 7, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Welcoming Week is September 10<sup>th</sup> through 19<sup>th</sup> and recognizes new Americans, immigrants and refugees. Through Welcoming Week, organizations and communities bring together immigrants, refugees, and long-time residents to build strong connections and affirm the importance of welcoming and inclusive places in achieving collective prosperity.

The Greater Des Moines Partnership requested that the City of West Des Moines recognize Welcoming Week through a Mayoral proclamation.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Approval of proclamation recognizing Welcoming Week, September 10-19, 2021.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk *RTJ*

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

*Proclamation*  
*Welcoming Week*  
*September 10-19, 2021*

*Whereas*, Welcoming Week is Hosted by Welcoming America, National Welcoming Week is an annual series of events in which communities bring together immigrants and those born within their countries in a spirit of unity to build strong connections across their communities and affirm the benefits of welcoming everyone; and

*Whereas*, West Des Moines is home to people of all backgrounds, including those who were not born in the United States, but now call West Des Moines home. New residents are a vital part of our community, along with our long-time residents, bringing ideas, starting businesses, serving in civic roles, working in critical industries, and contributing to the vibrant diversity that we value; and

*Whereas*, To capitalize on diversity as an asset, our community must strive to create a culture and policies that ensure everyone can belong and thrive. That includes addressing disparities, countering hate, understanding history, and helping neighbors come together; and

*Whereas*, Regardless of where we are born or how we identify, we are West Des Moines residents, and our lives are interdependent. It is time to come together and build communities where every resident has the opportunity to thrive and contribute. By fostering a welcoming environment for all—regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors—we enhance West Des Moines’ health, economic prosperity, and well-being for current and future generations; and

*Whereas*, West Des Moines, along with several community partners, is joining Welcoming Week efforts led by the Greater Des Moines Partnership.

***NOW, THEREFORE***, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim September 10-19, 2021, as “Welcoming Week” in West Des Moines, and I encourage all residents to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, compassionate, and equitable for all.

Signed this 7th day of September, 2021.

ATTEST:

\_\_\_\_\_  
Steven K. Gaer, Mayor

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATIONMeeting Date: September 7, 2021

**ITEM:** Pavilion Park, West of 9075 & 9076 Lindas Lane – Amend Comprehensive Plan Land Use Map and Amend the Pavilion Park Planned Unit Development Ordinance to designate Parcel E within the PUD for single family development – Pavilion Park, LC – CPA-005097-2021/ZC-005098-2021

**ORDINANCE:** Approval of Second Reading, Waive Third Reading and Adopt

**Background:** Erin Ollendike with Civil Design Advantage, on behalf of the applicant and property owner, Pavilion Park, LC, requests approval of a Comprehensive Plan Land Use Map Amendment and Rezoning Request on that ground located west of 9075 & 9076 Lindas Lane. The amendments are being requested in anticipation of the development of single-family homes instead of the originally proposed medium density residential development.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for the approximately 20-acre PUD Parcel E to change from Medium Density Residential (MD) to Single Family (SF) land use.
- Amend the Pavilion Park Planned Unit Development (PUD) which includes modifications to the following PUD Parcel:
  - PUD Parcel E to change from Residential Medium Density (RM-12) to Residential Single Family (RS-5) zoning for single family residential development; and
  - PUD Parcel E to modify bulk regulations to allow for single-family residential development.

**Staff Review & Comment:**

- **Financial Impact:** There is no City funding of this project; however, there is staff time for processing of development application and inspections during construction.
- **Proposed Changes:** The original development intent for Parcel E was to be developed as medium density residential. The developer is now proposing to develop this parcel as single family residential. A preliminary plat has been submitted to subdivide the parcel into 62 single family lots.
- **Traffic Analysis Findings:** The site is estimated to generate less traffic as single-family residential than the originally proposed medium density residential. Lane configurations for the major roadways outside of the Pavilion Park development, as recommended in earlier traffic studies remain adequate.

**Outstanding Issues:** There are no outstanding issues.

Plan and Zoning Commission Action:

Date: August 9, 2021  
 Vote: 6-0, for approval with Commissioner Anderson absent  
 Approve the Comprehensive Plan Land Use Map Amendment and  
 Recommendation: Rezoning request to amend the Pavilion Park Planned Unit Development (PUD) Ordinance

City Council Comprehensive Plan Amendment:

Date: August 16, 2021  
 Vote: 5-0, Approval

City Council Rezoning First Reading:

Date: August 16, 2021  
 Vote: 5-0, Approval

**Recommendation:** Approve the Comprehensive Plan Land Use Map Amendment and Rezoning request to amend the Pavilion Park Planned Unit Development (PUD) Ordinance, subject to the applicant meeting all City Code requirements.

**Lead Staff Member:** Brian Portz

**Approval Meeting Dates:**

Plan and Zoning Commission	August 9, 2021
City Council: First Reading	August 16, 2021
City Council: Second Reading, Waive Third Reading and Adopt	September 7, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>JP</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	7/30/21
Date(s) of Mailed Notices	7/29/21

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	4/5/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-066**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Pavilion Park, LC, requests approval for a Comprehensive Plan Land Use Map Amendment to change the land use designation on the Planned Unit Development development parcels as shown on the Planned Unit Development Comprehensive Plan Land Use Change Illustration included in the staff report as follows:

- From Medium Density Residential (MD) to Single Family (SF) land use

**WHEREAS**, the comprehensive plan amendment complies with the applicable provisions of Iowa Code Chapter 414 and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPA-005097-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 9, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning  
Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 9, 2021, by the following vote:

**AYES:** Conlin, Costa, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Andersen

**ATTEST:**   
Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-067**

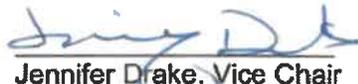
**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Pavilion Park, LC, request approval of an amendment to the Pavilion Park Planned Unit Development (PUD) for the Planned Unit Development development parcels as shown on the Planned Unit Development Sketch Plan attached to the ordinance included in the staff report as follows:

- PUD Parcel E to change from Residential Medium Density (RM-12) to Residential Single Family (RS-5) zoning for single family residential development; and
- PUD Parcel E to modify bulk regulations to allow for single-family residential development.

**WHEREAS**, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (ZC-005098-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 9, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning  
Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 9, 2021, by the following vote:

AYES: Conlin, Costa, Crowley, Davis, Drake, Hatfield

NAYS:

ABSTENTIONS:

ABSENT: Andersen

ATTEST:

  
Recording Secretary

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

---

### **RESOLUTION**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Pavilion Park, LC, requests approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation from Medium Density Residential (MD) to Single Family (SF) on the ground legally described in attached Exhibit "B" and as indicated on the attached Comprehensive Plan Land Use Map Change Illustration; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

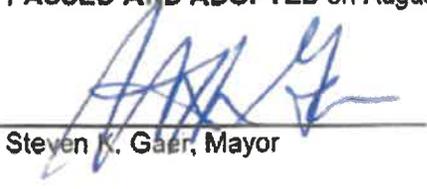
**WHEREAS**, the Comprehensive Plan Land Use Map Amendment complies with applicable provisions of Iowa Code Chapter 414 and City Code; and

**WHEREAS**, on August 9, 2021, the Plan and Zoning Commission did recommend to the City Council, by a 6-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

**WHEREAS**, on this day this City Council held a duly noticed Public Hearing to consider the application for Comprehensive Plan Land Use Map Amendment.

**NOW, THEREFORE**, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPA-005097-2021) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation(s) of any such condition(s) shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on August 16, 2021.

  
Steven K. Gaer, Mayor

COUNCIL ACTION	YEAS	NAYS	ABSENT	SKIPPED
TREVILLYAN	✓	✓		
HUDSON	✓	✓		
TRIMBLE	✓			
HARDMAN	✓			
MCKINNEY	✓			

MOTION BY *Mckinney*  
SECOND BY: *Hudson*  
ROLL CALL # *21-4.12*

ATTEST:

  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 16, 2021, by the indicated vote.

**Exhibit A: Conditions of Approval**

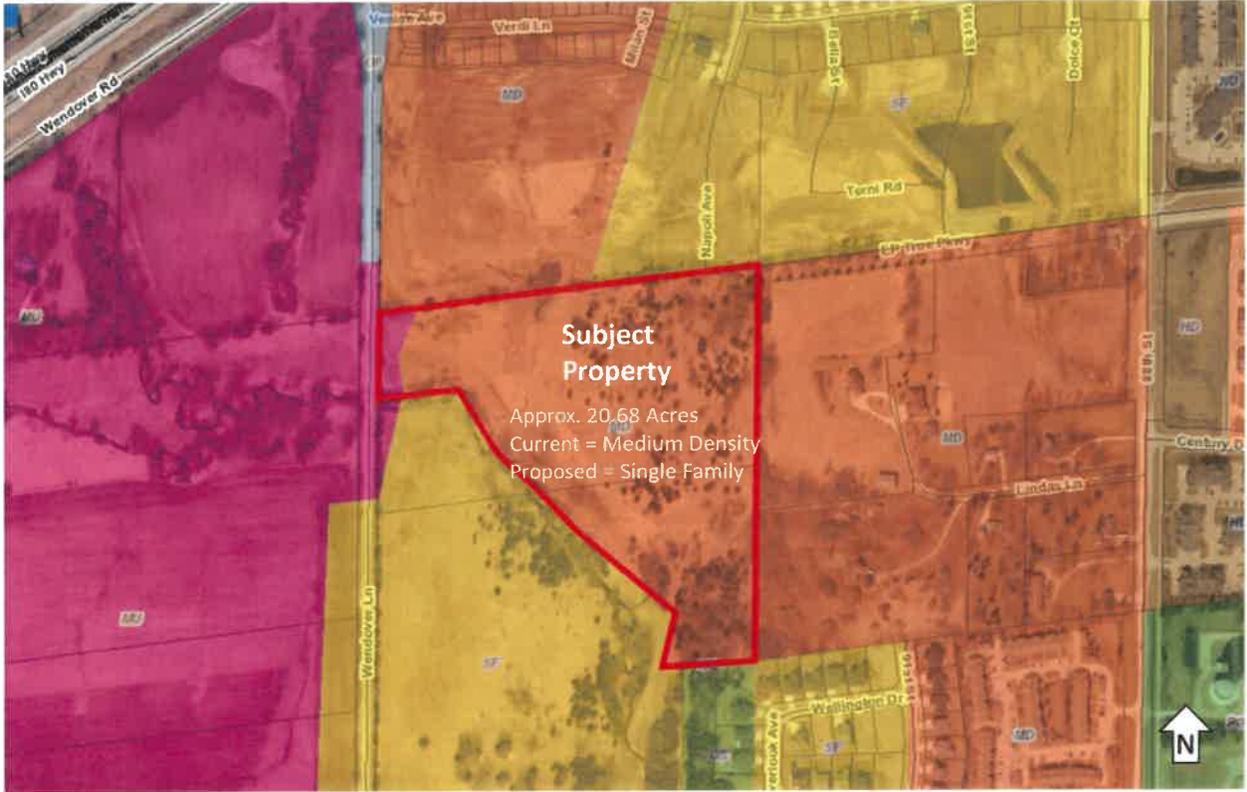
1. No conditions of approval.

**Exhibit B: Legal Description**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 83°12'43" WEST ALONG THE NORTHERLY LINE OF WHISPER RIDGE PLAT 2, AN OFFICIAL PLAT, 238.48 FEET TO THE NORTHWEST CORNER OF SAID WHISPER RIDGE PLAT 2; THENCE CONTINUING SOUTH 83°12'43" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 90.95 FEET; THENCE NORTH 07°57'53" EAST, 328.21 FEET; THENCE NORTH 49°33'30" WEST, 203.67 FEET; THENCE NORTH 50°15'00" WEST, 476.45 FEET; THENCE NORTH 03°11'00" EAST, 129.46 FEET; THENCE NORTH 67°36'37" WEST, 282.14 FEET; THENCE NORTH 89°16'27" WEST, 198.26 FEET; THENCE NORTH 00°02'50" WEST, 374.82 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1500.00 FEET, WHOSE ARC LENGTH IS 380.64 FEET AND WHOSE CHORD BEARS SOUTH 87°40'43" EAST, 379.62 FEET; THENCE SOUTH 80°24'33" EAST, 356.44 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1500.00 FEET, WHOSE ARC LENGTH IS 431.56 FEET AND WHOSE CHORD BEARS SOUTH 88°39'04" EAST, 430.07 FEET; THENCE NORTH 83°06'24" EAST, 89.68 FEET; THENCE NORTH 83°15'44" EAST, 22.58 FEET TO THE WEST LINE OF LOT "E" OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 4, PAGE 230 ALSO BEING THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°46'05" WEST ALONG SAID EAST LINE, 1265.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.90 ACRES (953,811 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## Comprehensive Plan Land Use Map Change Illustration



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

---

## ORDINANCE #

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, AND ORDINANCE #2407 PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD), DISTRICT REGULATIONS AND GUIDELINES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**SECTION 1. AMENDMENT:** Ordinance #2407 pertaining to the Pavilion Park Planned Unit Development (PUD) Ordinance, Section 6, *Land Use Design Criteria*, Subsection E, *Parcel E*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics:

- E. Parcel E: The intent of development within this parcel is to allow for ~~multi-family attached or~~ ***single family*** detached dwellings, ~~to provide additional types and locations of living options within the Pavilion Park development~~ ***thus providing for an additional type of living option than the multi-family provided within other PUD parcels.*** A strong network of pedestrian and bike pathway connections shall be provided to link residential areas with commercial areas, other residential neighborhoods within the development and recreational amenities.

All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the ~~Residential Medium Density (RM-12)~~ ***Residential Single Family (RS-5)*** district shall apply to any development proposal within this parcel, unless noted otherwise in this ordinance.

- 1. For corner single family residential lots on which a buffer is located on the street side yard, the buffer and building setback line are permitted to overlap; however, the full buffer width needs to be provided even if the setback is less than the required buffer width. For double frontage lots, the required rear yard setback is in addition to the thirty foot (30') buffer.***

**SECTION 2. AMENDMENT:** Ordinance #2407, "Pavilion Park" is hereby amended by replacing the PUD Sketch Plan on file with the City Clerk with that as illustrated in Exhibit "A" of this Ordinance.

**Section 3. REPEALER.** All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 5. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**Section 6. OTHER REMEDIES.** In addition to the provisions set out in Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2021, and was published in the Des Moines Register on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



## NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATIONMeeting Date: September 7, 2021

**ITEM:** Jordan Creek Business Park, North side of Village View Drive between S. 60<sup>th</sup> Street and S. 64<sup>th</sup> Street – Amend Comprehensive Plan Land Use Map and Amend the Jordan Creek Business Park Specific Plan Ordinance to designate and regulate High Density Residential within development parcel C – Todd Rueter – CPAZCSP-005158-2021

**ORDINANCE:** Approval of Second Reading of Specific Plan Ordinance Amendment

**Background:** Doug Mandernach with Civil Design Advantage, on behalf of the applicant, Caliber Iowa, and property owners, Todd Rueter, Paige Rueter Benlaala, and Alex Rueter, Todd and Constance Rueter, Rueter & Zenor Co., Rueter Leasing, L.C. and Jordan Creek Commons Association, Inc., requests approval of a Comprehensive Plan Land Use Map Amendment and Rezoning Request on that ground generally located on the north side of Village View Drive between S. 60<sup>th</sup> Street and S. 64<sup>th</sup> Street. The amendments are being requested in anticipation of the development of apartments on the site.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for the approximately 14-acre area to change from Office (OF) to High Density Residential (HD) land use; and
- Amend the Jordan Creek Business Park Specific Plan Ordinance for the part of the Specific Plan area north of Village View Drive to change from Regional Commercial (RC) and Professional Commerce Park (PCP) to Residential High Density (RH-18) zoning and modify bulk regulations and building architecture requirements related to the anticipated multi-family apartment development.

**Staff Review & Comment:**

- Financial Impact: There is no City funding of this project; however, there is staff time for processing of development application and inspections during construction.
- Proposed Changes:
  - New Parcel C: The Jordan Creek Business Park Specific Plan Ordinance is proposed to be amended to accommodate the proposed development of apartments on the north portion of the Specific Plan area. A new parcel (Parcel C) will be designated within the Specific Plan Ordinance on the property north of Village View Drive and identified for multi-family residential. The development, as proposed, will meet typical City Code requirements for multi-family development for setbacks, parking, streetscape, etc. The existing wetland/natural area north of the proposed multi-family will remain and provide buffering from the adjoining Kings Valley single-family to the north.
  - Architecture: The architecture section of the Specific Plan Ordinance is proposed to be amended to accommodate the proposed apartment development with standard text that has been used within other PUD/Specific Plan Ordinances.

- Specific Plan Map: The Jordan Creek Business Park Specific Plan Map is proposed to be amended with this request, now showing the proposed development of the north portion of the Specific Plan area (Parcel C). Parcel A will remain as Regional Commercial and only encompasses the southeast corner of S 64<sup>th</sup> Street and Village View Drive where the BioLife establishment is located. Parcel B will include the balance of the parcels along the south side of Village View Drive which includes the indoor-storage facility, office condo building and the Morningstar Assisted and Memory Care facility.
- Traffic Analysis Findings: The site is estimated to generate less traffic as high density residential than the originally proposed office development. Lane configurations for the major roadways outside of the Jordan Creek Business Park development, as recommended in earlier traffic studies remain adequate. This analysis is based on a conceptual site layout and therefore the traffic study recommendations are preliminary and will need to be verified in future studies with site plan review of the site.

**Outstanding Issues**: There are no outstanding issues.

Plan & Zoning Commission Discussion: Prior to the hearing, the Plan & Zoning Commissioners were provided with a memo indicating that two emails were received from surrounding property owners in opposition to the request for a Comprehensive Plan Amendment and Specific Plan Ordinance amendment. Staff outlined the response that was provided to the questions that were posed by those property owners. To summarize, both asked about the proposed height of the buildings. Staff indicated that the PUD allows for maximum 60' of height and City Code allows four (4) story buildings, as long as an additional ten feet (10') of setback is provided for each additional twelve feet (12') of height or story. An additional ten feet (10') above the 60' setback required along the north and the 25' setback (east, west south PUD boundary and Village View Drive) can readily be accommodated within the proposed development area. The wetland/natural area will remain resulting in a setback from the north of almost 300' from the single-family homes. Additionally, each asked about the number of units proposed, which staff indicated is proposed to be 232 dwelling units. This number of dwelling units is permitted within the proposed Residential High-Density district as the density calculates out to 16.5 DU/acre which is below the maximum 18 DU/acre allowed in High-Density zoning.

There were no adjacent property owners that spoke at the Plan & Zoning Commission hearing.

Plan and Zoning Commission Action:

Date: August 9, 2021  
 Vote: 6-0 for approval, with Commissioner Anderson absent  
 Recommendation: Approve the Comprehensive Plan Land Use Map Amendment and Rezoning request to amend the Jordan Creek Business Park Specific Plan (ZCSP) Ordinance

City Council Comprehensive Plan Amendment:

Date: August 16, 2021  
 Vote: 5-0, Approval

City Council Rezoning First Reading of PUD Amendment:

Date: August 16, 2021  
 Vote: 4-1, Approval with Council Member Trimble voting No

City Council Discussion: Subsequent to the Plan & Zoning Commission meeting, a letter signed by several residents within the Village of Ponderosa development was received (dais memo with letter and illustrations included for historical purposes). While the letter itself did not include addresses or printed names of those signing the letter, a Village of Ponderosa resident was able to provide at the meeting a print-out of the names and addresses of those signing. With this information it was concluded that only three (3) of the signatures were from individuals within 200' of the subject properties and were not enough to necessitate a super majority vote (7 of the 36 properties within 200' required).

Two residents spoke of concern of changes to their current views and the impact of the residential density. The developer, Nick Jensen summarized the proposed project noting that the area north of the proposed apartment buildings was a wetland thus the wetland area as well as the north tree line adjacent to the King's Valley single-family homes would remain as is. Mr. Jensen also reminded the City Council of land use changes within the area that changed from non-residential to multi-family residential, as well as PUD amendments that increased building heights which allowed for a greater number of dwelling units.

City Council Rezoning Second Reading of PUD Amendment:

Date:

Vote:

**Recommendation:** Approve the Comprehensive Plan Land Use Map Amendment and Second Reading of the Rezoning request to amend the Jordan Creek Business Park Specific Plan (ZCSP) Ordinance, subject to the applicant meeting all City Code requirements.

**Lead Staff Member: Brian Portz**

**Approval Meeting Dates:**

Plan and Zoning Commission	August 9, 2021
City Council: First Reading	August 16, 2021
City Council: Second Reading	September 7, 2021
City Council: Third Reading	

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>BP</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	7/30/21
Date(s) of Mailed Notices	7/29/21

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	5/17/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



**CITY OF WEST DES MOINES  
MEMORANDUM**

**TO:** Vice Chair Drake and Plan & Zoning Commission members  
**FROM:** Brian Portz, Planner  
**DATE:** August 9, 2021  
**RE:** Item 2b – Jordan Creek Business Park

Attached are two emails received about the Comprehensive Plan and PUD Amendment requests for the Jordan Creek Business Park located at S. 60<sup>th</sup> Street and Village View Drive.

Staff responded to the Stoltenberg property owner's questions provided in the attached email with the following:

1. A concept plan and concept building elevations were provided to the property owner for review.
2. Four story buildings are allowed per City Code as long as they are setback from property lines an additional 10 feet further than 3 story buildings. This additional setback requirement can be accommodated on this site.
3. The City can't require that the units be owner occupied.
4. Regarding grading occurring on the site, a grading permit was issued by the City Engineer. City Code allows grading to occur prior to the zoning being changed, but any work being completed is at the developer's own risk in case the zoning change isn't approved. The developer is aware of this and decided to move forward.

In a phone call, staff responded to Charla Bruce's questions about the following:

1. Staff explained the proposed location of buildings on the site.
2. Staff said two of the buildings are proposed to be four stories and two will be 3 stories. She was under the impression the buildings will be 6 stories tall.
3. Staff told her that there are proposed to be 220 to 230 dwelling units on the site, which would be allowed in the proposed High-Density Residential zoning.

Cc: Lynne Twedt, Director Development Services  
Linda Schemmel, Development Coordinator

**From:** [Charla Bruce](#)  
**To:** [Portz, Brian](#)  
**Cc:** [Mark Lytle](#); [Kevin Snodder](#)  
**Subject:** [EXT] Request to Deny Variance  
**Date:** Monday, August 9, 2021 2:42:36 PM

---

Dear Brian,

Thank you so much for taking my call this morning! You answered my questions...and given my position, I felt it necessary to ask that you share this email with the West Des Moines Plan and Zoning Commission.

Charla

Dear Plan and Zoning Commission Team,

I am writing you to formally request that you deny a zoning change to the Applicant Caliber Iowa for the parcels on Village View Drive and S. 60th Street.

While I am certain that a due diligence has or will be performed by the Developer, I am objecting on the Grounds that a Comprehensive plan called for those parcels to be developed as Commercial properties NOT High Density Residential property! I have faith that the planners, who Developed the original zoning and usage, understood the Comprehensive nature of this and all sites in the area. All who currently own property in the adjacent area, made our investments based on your comprehensive Zoning plan for that parcel. I have not purposefully objected to any commercial buildings in the area. Again, I purchased my property knowing that specific parcel would be developed as commercial property!

I understand the need for housing is great, however, I respectfully request that the Zoning commission and staff work with this Developer to find a site which was planned and designed for multifamily use!.

Thank you for serving a very important role in our Community, and I look forward to your favorable consideration of this request....

Sincerely,

Charla Bruce  
5930 Fairway Court

**From:** [Melanie Stoltenberg](#)  
**To:** [Development Services Inbox](#)  
**Cc:** [Scott Stoltenberg](#)  
**Subject:** [EXT] Zoning Change - S60th/S66th & Village View Drive  
**Date:** Monday, August 9, 2021 10:07:58 AM

---

Hello

We have been made aware of the request to change zoning from office to HD in the area south of our home (6122 Kings Way). We are unable to attend this evening's zoning committee meeting, so I'm providing an email instead.

- 1) Could you send drawings of what the proposed HD development would look like?
- 2) Currently the OC zone is to accommodate a 1-2 story building but the HD zone could accommodate upto 4 stories. Is there a way to change the zone but put a limit on the size/height of the buildings? For the home owners that back this area it's quite a swing from having a 1-2 story building that is primarily only occupied during the day to potentially having a 4 story unit and hundreds of people backing 24/7.
- 3) Is there an option to make these purchased units vs rental units?

Finally, I did want to let you know that to already see land work being done on this property without the official notice that the zoning is changing, is disappointing. A developer wouldn't spend the money to start to move land around without knowledge that the zoning change isn't a problem. It makes me wonder why tax paying homeowners are even notified if it's a done deal? Obviously the opinions of these residents don't matter.

Melanie Stoltenberg  
6122 Kings Way

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-068**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Caliber Iowa, and property owners, Todd Rueter, Paige Rueter Benlaala, and Alex Rueter, Todd and Constance Rueter, Rueter & Zenor Co., Rueter Leasing, L.C. and Jordan Creek Commons Association, Inc., request approval for a Comprehensive Plan Land Use Map Amendment to change the land use designation on the Specific Plan development parcels as shown on the Specific Plan Comprehensive Plan Land Use Change Illustration included in the staff report as follows:

- North side of Village View Drive between S. 60<sup>th</sup> Street and S. 64<sup>th</sup> Street from Office (OF) to High Density Residential (HD)

**WHEREAS**, the comprehensive plan amendment complies with the applicable provisions of Iowa Code Chapter 414 and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPAZCSP-005158-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 9, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 9, 2021, by the following vote:

**AYES:** Conlin, Costa, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Andersen

**ATTEST:**

  
Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-069**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Caliber Iowa, and property owners, Todd Rueter, Paige Rueter Benlaala, and Alex Rueter, Todd and Constance Rueter, Rueter & Zenor Co., Rueter Leasing, L.C. and Jordan Creek Commons Association, Inc., request approval of an amendment to the Jordan Creek Business Park Specific Plan (ZCSP) for the Specific Plan development parcels as shown on the Specific Plan Sketch Plan attached to the ordinance included in the staff report as follows:

- Amend the Jordan Creek Business Park Specific Plan Ordinance for the part of the Specific Plan area north of Village View Drive to change from Regional Commercial (RC) and Professional Commerce Park (PCP) to Residential High Density (RH-18) zoning for multi-family residential development and modify bulk regulations and building architecture requirements for the proposed multi-family development.

**WHEREAS**, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (CPAZCSP-005158-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 9, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 9, 2021, by the following vote:

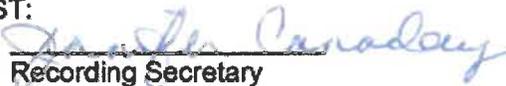
**AYES:** Conlin, Costa, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Andersen

**ATTEST:**

  
Recording Secretary

**CITY OF WEST DES MOINES  
MEMORANDUM**

**TO:** Mayor Gaer and Members of the City Council

**FROM:** Brian Portz, Planner

**DATE:** August 16, 2021

**RE:** Item 6b – Jordan Creek Business Park

The attached letter was received from property owners notified of the proposed Comprehensive Plan Amendment and Rezoning (PUD Amendment) of the property north of Village View Drive between S. 60<sup>th</sup> Street and S. 64<sup>th</sup> Street within the Jordan Creek Business Park. The request under consideration is to change the land use and zoning designation from Office and Regional Commercial to High Density Residential for development of four apartment buildings with a total of 232 dwelling units.

Iowa Code Section 414.5 provides that if a written petition is filed with the City Clerk which contains signatures of 20% or more of the owners of property within 200' of the subject property being changed, then a favorable vote of at least  $\frac{3}{4}$  (super majority) of all of the voting Council Members is required. It appears there are 36 parcels within 200' of the PUD boundary which includes fourteen single-family lots in the King's Valley Subdivision and the Bella South Condos complex to the north of the subject property and three single-family residential lots in the Village of Ponderosa (see attached buffer illustration). The remaining lots within 200' are commercial or office. A calculation of 20% of the thirty-six (36) lots equates to seven (7) signatures.

Staff did their best to match the signatures on the attached with property owners' names indicated on the respective Assessor's websites. While it appears that the owners of the three Village of Ponderosa properties within 200' of the subject property did sign the letter, the balance of the signatures appear to from owners whose property is greater than 200' from the Jordan Creek Business Park PUD boundary. Given that no addresses were provided with the signatures, staff has no way to determine if the owners of the four association &/or commercial lots within the Village of Ponderosa that would be within the 200' signed the letter. Therefore, with confirmation of the Legal Department, staff can only conclude that while there are multiple signatures on the letter, it does not equate to 20% of the properties within 200' of the subject property proposed for change, and therefore, a super majority vote in favor of the change is not required to approve the proposed land use change and amendment to the Jordan Creek Business Park Specific Plan Ordinance.

In light of the letter, staff would note the following related to previous land use change requests for development:

- Village of Ponderosa has undergone the following land use changes:
  - July 2006: Open Space (golf course) to single and multi-family residential, office and commercial in anticipation of the development.
  - 2015: 14.9 acres from Medium Density Residential to High Density Residential; approximately 9.4 acres from Medium Density Residential to Single Family Residential (SE area); approximately 2.1 acres from Medium Density Residential to Support Commercial (Element Hotel); approximately 12.4 acres from Support

Commercial for mixed-use to High Density Residential (up to 500 senior apartments and 480 market rate dwellings), and approximately 0.6 acre from Office to Support Commercial (Market Street). These changes allowed the Village of Ponderosa to have up to 1137 dwellings which is an increase from the original 2006 development proposal of 521 dwellings (87 single family & 434 multi-family dwellings).

- 2017 & 2021: amended the Specific Plan Ordinance to allow additional height for the market rate apartment buildings.
- Area north of Target in the West Glen development was amended this past May to change from Office to Medium Density Residential. This was followed by a July 19, 2021 approval of a Preliminary Plat for 184 lots for attached townhome development.
- Since 2014, there have been approximately 90 amendments to the Comprehensive Plan Land Use Map, with at least 9 of these changes to accommodate multi-family buildings.
- The anticipated location of the four multi-family buildings within the site will be approximately:
  - 260' from the property line of the single-family lots to the north (King's Valley) and the multi-family development (Bella South) at the southeast corner of S 64<sup>th</sup> & Coachlight Drive. A wetland/drainage channel/natural area exists today and will remain along the south boundary of the single-family lots.
  - The easternmost building adjacent to S 60<sup>th</sup> Street will be approximately 390' from the single-family rear lot line in the Village of Ponderosa.

Cc: Tom Hadden, City Manager  
Richard Scieszinski, City Attorney  
Lynne Twedt, Director Development Services

Attachments:

- 200' buffer illustration
- Anticipated site layout & distance to adjacent residential

August 11, 2021

Subject: Request to Deny Variance for Property at Village View Drive and S.60<sup>th</sup> Street

Honored Mayor and Distinguished Members of the City Council of the City of West Des Moines:

We are sending this letter today to you on behalf of concerned Resident Citizens residing in Ponderosa Village and living adjacent to the aforementioned property. Please consider this as a formal request to Deny the Variance for the property at Village View Drive and S. 60th Street.

The Developer is aggressively seeking to Amend the Comprehensive Plan from Commercial Use to High Density Apartments. Obviously ineffectual in Developing the property as planned (the property sat vacant for 15 years), he has spent his time convincing the City that his Multifamily project is the panacea for that site. His proposal is like putting the population of a small town on a long City Block. This Change to the Comprehensive Plan is unacceptable.

A Comprehensive Plan for the City of West Des Moines has been a key Document, mutual direction and Guide for the City. As Residents we have invested substantially in our property based on that Document. Deviation for short term gain is not in keeping with the Long Term success and livability of our City. And most certainly, a 220 Multi Family Complex (regardless of a Developers Due Diligence) is not the use intended for long term success of the plan., and use of that site.

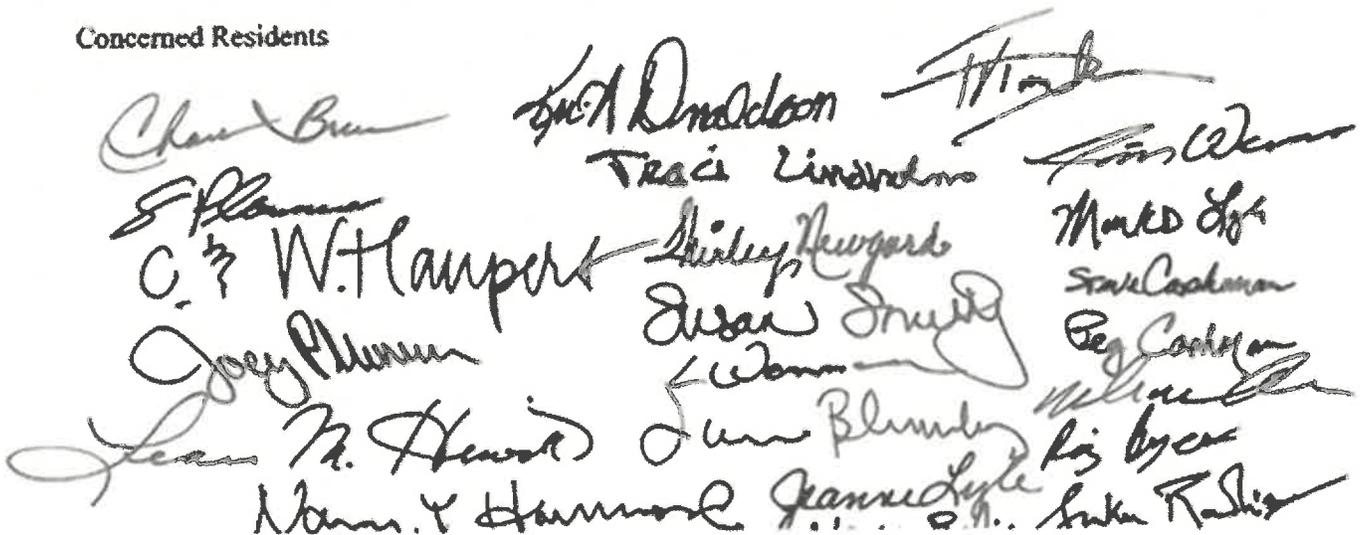
While the economic conditions may not be opportune for commercial use at this site...the City's priority is...LONG TERM success and a "buy-in" by all parties. This Variance does not have our "buy-in."

There is no doubt that Housing is a big need! If the Developer wishes to proceed with densely populated Multifamily Housing developments, we encourage him to Work with the City and appropriate Staff to find a site which has been designed for that purpose.

We respectfully request that you Deny the Variance, as proposed, to amend the Comprehensive Plan for Village View Drive and S. 60th Street at your council meeting Council meeting.

Respectfully Submitted,

Concerned Residents


 A collection of approximately 15 handwritten signatures in black ink, arranged in three columns. The signatures are written in various styles, some clearly legible and others more stylized. The names include:

- Column 1: Chad Brun, E. Plummer, C. W. Haupt, Joey Plummer, Jean N. Howard, Ann. Y. Hammond
- Column 2: Traci Lindstrom, Shirley Hayward, Susan Dwyer, Ann Plummer, Ann Plummer, Jean Blumley, Jeanne Lyle
- Column 3: Tom Wynn, Mark Lof, Steve Cashman, Peg Cashman, Mike Lof, Big Lof, Luke Rashin

200' buffer from perimeter of Jordan Creek Business Park Specific Plan boundary



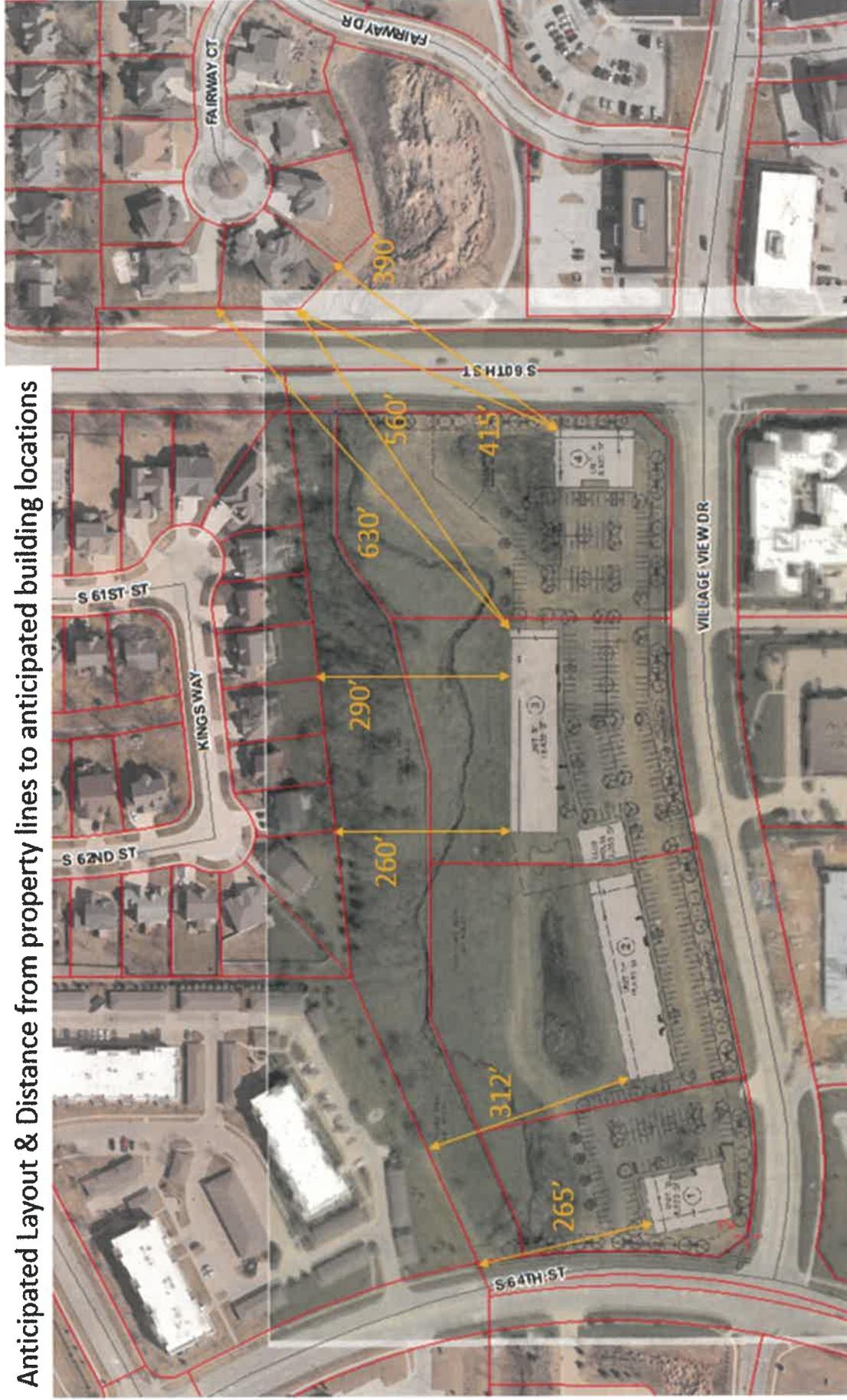
200' buffer from perimeter of Reserves subject property



200' from the subject property touches 28 properties; 200' from PUD boundary appears to touch 36 properties.

- 14 single-family lots in King's Valley to the north (*Jeffrey & Sooni Roberts, Robert Casper, Mark & Laura Gustafson, Andrew & Kelli Ferree, Jordan Bose, James & Brenda Vankeuren, Scot & Cherise Bates, Scot & Melanie Staitenberg, James & Gail O'Connor, Rick Davis, Kimberley & Joel Bauman, Colin & Jordan Cunningham, Kevin & Julie Kellner, Brian & Susan Arnold Trust, Kings Valley Homeowners Assoc & Bella South Condos*)
- 3 single-family lots in Village of Ponderosa (*Traci Lindholm, Charla Bruce & Nancy Hammond/Lauren Blumberg*)
- Non-residential properties: *Village View Commercial, Hurd Ponderosa, VOP Master Owners, VOP/Comm Owners Assoc, Alborough, S-J Jordan, CFT Development, D&B Development, Kohls, AJE JCIX, Jordan Creek Investments, SLK Global Solutions, HFB II, JC Business Condos, Altus Group*

# Anticipated Layout & Distance from property lines to anticipated building locations



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant Caliber Iowa, and property owners, Todd and Constance Rueter, Rueter & Zenor Co., Rueter Leasing, L.C. and Jordan Creek Commons Association, Inc., request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation from Office (OF) to High Density Residential (HD) on the ground legally described in attached Exhibit "B" and as indicated on the attached Comprehensive Plan Land Use Map Change Illustration; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, the Comprehensive Plan Land Use Map Amendment complies with applicable provisions of Iowa Code Chapter 414 and City Code; and

**WHEREAS**, on August 9, 2021, the Plan and Zoning Commission did recommend to the City Council, by a 6-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

**WHEREAS**, on this day this City Council held a duly noticed Public Hearing to consider the application for Comprehensive Plan Land Use Map Amendment.

**NOW, THEREFORE**, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPAZCSP-005158-2021) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation(s) of any such condition(s) shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on August 16, 2021.

  
\_\_\_\_\_  
Steven K. Gaer, Mayor

COUNCIL ACTION	YEAS	NAYS	ABST	ABSENT
TREVILLYAN	✓			
HUDSON	✓			
TRIMBLE	✓			
HARDMAN	✓			
MCKINNEY	✓			

MOTION BY McKinney  
SECOND BY: Trevillyan  
ROLL CALL # 21-415

ATTEST:

  
\_\_\_\_\_  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 16, 2021, by the indicated vote.

**Exhibit A: Conditions of Approval**

1. No conditions of approval.

**Exhibit B: Legal Description**

LOTS 5, 6, 7, 8, and Outlot Z, JORDAN CREEK BUSINESS PARK, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

## ORDINANCE #

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, AND ORDINANCES #1712 AND #2271 PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD), DISTRICT REGULATIONS AND GUIDELINES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**Section 1. AMENDMENT:** Ordinance #1712 and #2271, pertaining to the Jordan Creek Business Park Planned Unit Development (PUD) Ordinance, Section 083-01, *Legal Description*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics:

~~Parcels A and B as shown on the plat of survey in book 2006, page 8554 of outlet X, Davis Estates plat 1, an official plat and parcels A and B as shown on the plat of survey in book 2006, page 8556 of outlet Y, Davis Estates plat 1 and outlet Z, Davis Estates plat 1 all being in the city of West Des Moines, Dallas County, Iowa.~~ ***Lots 1-8 and Outlet Z, Jordan Creek Business Park, an official Plat in the City of West Des Moines, Dallas County, Iowa.***

**Section 2. AMENDMENT:** Ordinance #1712 and #2271, pertaining to the Jordan Creek Business Park Planned Unit Development (PUD) Ordinance, Section 083-04, *Land Use*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics:

Unless provided otherwise in this ordinance, all general use regulations and provisions set forth in title 9, "Zoning", of the city code for the specified zoning district shall apply to development within the designated parcel within the Jordan Creek Business Park specific plan area (in addition to the regulations found in subsection [083-05G](#), "Vehicle Drive-Throughs", of this ordinance).

A. Parcel A: ~~Parcel A shall be limited to 5.5 acres to be located along the western perimeter boundary of the Jordan Creek Business Park specific plan area (lots 1 and 8 as shown on the specific plan map).~~ ***Parcel A shall include only Lot 1 as defined on the Jordan Creek Business Park final plat recorded in Book 2007, Page 11985, Dallas County, Iowa.***

1. Land Use: All land uses as set forth in title 9, "Zoning", of the city code for the regional commercial (RC) district as permitted and permitted conditionally shall apply except as indicated below:

a. Permitted Uses: Permitted uses shall include the following:

- (1) All permitted (P) uses allowed within the regional commercial (RC) district except those otherwise adjusted or prohibited by this ordinance:
    - (A) SIC 701 - Hotels and motels shall be considered a permitted conditional use (PC) requiring the appropriate city approvals.
  - (2) All permitted conditional (PC) uses allowed within the regional commercial (RC) district except those that have been prohibited by this ordinance may be allowed with the approval of the appropriate review body.
- b. Prohibited Uses: The following permitted and permitted conditional uses otherwise allowed in the regional commercial (RC) district shall be prohibited:
- SIC 0752 - Boarding services with kennels.
  - SIC 45 series - Transportation by air.
  - SIC 46 series - Pipelines.
  - SIC 49 series - Electric, gas and sanitary services.
  - SIC 55 series - Automotive dealers and service stations (including gas stations and convenience stores).
  - SIC 593 - Used merchandise stores and used buildings materials.
  - SIC 5999 - Adult entertainment establishments.
  - SIC 7211 - Power laundries, family and commercial.
  - SIC 726 - Crematories.
  - SIC 75 series - Automotive repair, services, and parking.
  - SIC 7699 - Repair shops and related services shall be prohibited, except the following which shall be permitted (P):
    - Hobby and collectors services.
    - Leather goods and luggage repair services.
    - Lock and key services.
    - Musical instrument repair.
    - Photographic and optical goods equipment repair services.
    - Recreational sporting equipment repair services.

**B. Parcel B: Parcel B shall include Lots 2, 3 and 4, as defined on the Jordan Creek Business Park final plat recorded in Book 2007, Page 11985, Dallas County, Iowa.**

1. Land Use: All land uses as set forth in title 9, "Zoning", of the City Code for the Professional Commerce Park (PCP) District as permitted and permitted conditionally shall apply except as indicated below:

- a. Permitted Uses: Permitted uses shall include the following:
  - (1) All permitted (P) uses allowed within the Professional Commerce Park (PCP) District except those otherwise adjusted or prohibited by this ordinance:
    - (A) SIC 484 - Wall mounted antennas and/or dishes shall be considered a permitted conditional use (Pc) requiring the appropriate City approvals.
  - (2) All permitted conditional (Pc) uses allowed within the Professional Commerce Park (PCP) District except those otherwise adjusted or prohibited by this ordinance may be allowed with the approval of the appropriate review body:
    - (A) SIC 5812 series - Eating places shall be considered a permitted use (P).
- b. Prohibited Uses: The following permitted and permitted conditional uses otherwise allowed in the Professional Commerce Park (PCP) District shall be prohibited:
  - SIC 42 series - Trucking and warehousing, except a maximum of one SIC 4225, self-service storage facility - interior unit access with no outside storage yard, shall be permitted within the Jordan Creek Business Park development area. Reuse of all or part of the indoor storage building shall be limited by available parking within the site: the reuse of the full building may not be possible.
  - SIC 46 series - Pipelines.

SIC 49 series - Electric, gas, and sanitary services.

~~SIC 701 - Hotels and motels shall be considered a permitted use (P); however they shall only be allowed north of Village View Drive if the average height is thirty six feet (36') or less; the overall size of the building is one hundred thousand (100,000) square feet or less; and the individual rooms are served by an interior hallway versus opening to the exterior of the building.~~

**C. Parcel C: Parcel C shall include Lots 5, 6, 7, 8 and Outlot Z as defined on the Jordan Creek Business Park final plat recorded in Book 2007, Page 11985, Dallas County, Iowa.**

**1. Land Use: All land uses as set forth in title 9, "Zoning", of the City Code for the Residential High Density (RH-18) District as permitted and permitted conditionally shall apply except as indicated below**

**a. Permitted Uses: Permitted uses shall include the following:**

- (1) All permitted (P) uses allowed within the Residential High Density (RH-18) district.**
- (2) All permitted conditional (PC) uses allowed within the Residential High Density (RH-18) district may be allowed with the approval of the appropriate review body.**

**Section 3. AMENDMENT:** Ordinance #1712 and #2271, pertaining to the Jordan Creek Business Park Planned Unit Development (PUD) Ordinance, Section 083-05, *Requirements*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics:

To the extent that the provisions of this section conflict with or are more restrictive than similar provisions provided elsewhere in the West Des Moines zoning ordinance, the provisions of this section shall control. The following design criteria, development standards, and landscaping regulations shall apply to all parcels within the Jordan Creek Business Park specific plan area:

A. Lot Area: Multiple buildings separated by parking areas or drives and lots less than two (2) acres in size may be considered acceptable if supported by appropriate easements or a reciprocal easement agreement; and if approved by the appropriate approval body as part of an overlay district site plan, permitted conditional use permit, or plat.

B. Building Setback: Buildings shall be set back as follows unless otherwise required by minimum building separation requirements within the adopted building codes. ~~The setback shall be measured from the perimeter PUD boundary line, unless otherwise indicated, to the closest point of the structure including canopies, awnings, building bump outs, etc.~~

1. North: Minimum of sixty feet (60'); however, no structure or portion of any structure shall be located within the wetland area as designated on the specific plan map.

2. South, east, and west: Minimum of twenty five feet (25'). ~~The building setback adjacent to Waterford Drive along the southern boundary shall be measured from the existing road easement.~~

3. No setback (0 feet) shall be required from an adjoining parcel which is included within the overall boundaries of the Jordan Creek Business Park specific plan area except that no structure should be located closer than twenty five feet (25') from the right-of-way line of Village View Drive.

4. Structures such as pergolas, arbors, gazebos, etc., that are a part of plaza areas may be placed within the defined setbacks; however, they shall be located no closer than ten feet (10') from the perimeter property boundary or the right-of-way line of Village View Drive.

C. Building Separation: Unless physically attached to the adjoining building, a minimum building separation of twenty five feet (25') shall be provided **along with complying with all building and fire code requirements for separation.**

D. Building Height: No part of any structure, including place making elements and landmarks such as clock towers shall exceed sixty feet (60') in height as measured from the average finished grade, except, an additional twelve feet (12') of height shall be allowed for each additional ten feet (10') of setback from the perimeter PUD boundary line or the right-of-way line of Village View Drive. (Ord. 1712, 10-23-2006)

E. Parking Ratios:

1. A minimum of one space per three hundred fifty (350) square feet of gross leasable area (gla) of nonresidential uses (2.9 per 1,000 square feet) with a maximum of one space per two hundred fifty (250) square feet of gla of nonresidential uses (4 per 1,000) shall be provided within each lot. **Senior living facilities (assisted and memory care) shall provide one (1) parking space for every three (3) beds plus one (1) space per employee on maximum shift. All other residential uses, including active adult senior living facilities, shall provide the minimum number of parking spaces according to current City Code requirements.**
  - a. If a higher parking ratio is desired, the applicant shall be restricted to implementing initial parking in compliance with one space per two hundred fifty (250) square feet of gla, with additional parking to be implemented at such time that it is proven to the satisfaction of the Director of Community Development that the additional spaces are needed to accommodate the patrons of the business. The potential additional parking stalls/area shall be identified on the approved site plan for the parcel. Including the additional proposed parking, said site must be in compliance with all other open space, buffer, screening, landscaping, and setback requirements. At the time of implementation of the additional parking, a minor modification request shall be submitted to the City. Said minor modification request shall be for notification purposes only and shall not be used as a trigger to require changes to the site, except to bring the site into compliance with the initially approved site plan. The minor modification request shall be administratively approved.
  - b. Reuse of all or part of the one SIC 4225, self-service storage facility - interior unit access with no outside storage yard allowed within the Jordan Creek Business Park shall be limited by available parking within the parcel. Parking required shall be calculated as follows: office uses at one space per three hundred fifty (350) square feet of gla and basement storage for a tenant(s) with office space within the building at one space per five hundred (500) square feet of gla for the first ten thousand (10,000) square feet and one space per five thousand (5,000) square feet of gla for each ten thousand (10,000) square feet thereafter. Parking for all other uses not otherwise regulated under this ordinance shall abide by City Code. Based on site layout information provided at time of drafting this ordinance, use of the building would be limited to the 2nd and 3rd floors (approximately 60,000 square feet of the gla of the building) being used as an office and the basement (approximately 30,000 square feet gla) for storage of office related materials, supplies, documents, etc., of office tenants occupying space within the building. The storage area may not be rented by a business or person not occupying offices within the building. The remaining building square footage (main level) is designated for indoor parking for the office and storage tenants. (Ord. 2271, 1-22-2018)
2. At the discretion of the Community Development Director, a less stringent parking calculation may be used provided the applicant can demonstrate a parking rate less than the above is adequate due to the type of potential use, shared uses or off peak uses.
3. If not already established as a blanket easement, developers of parcels must provide a cross access parking and ingress/egress easement.

F. Parking Setbacks:

1. Whenever possible, off street parking lots shall be located behind the building to the interior of the property rather than adjacent to the street, ***unless views thereof are properly mitigated.***

H. Buffers: The provision of adequate buffering and landscaping shall be more thoroughly evaluated and approved as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, etc., to be implemented.

1. Buffering between districts or parcels and uses shall not be required as set forth in title 9, chapter 3 of the city code.
2. Buffers shall be installed within each lot at the time of development of the first building within that lot.
3. Buffers shall be provided along and measured from the perimeter boundaries of the Jordan Creek Business Park development as follows:
  - a. North: One hundred feet (100').
  - b. East: Streetscape required in lieu of buffer.
  - c. South: Twenty five feet (25').
  - d. West: Streetscape required in lieu of buffer.
  - e. No buffers between internal parcels shall be required except to mitigate undesirable elements and views.
4. Buffers should be designed to achieve the maximum amount of screening from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that "through-views" under tree canopies are adequately blocked.
5. ***Unless otherwise fulfilled through the presence of existing vegetation of an acceptable variety consistent with the type (overstory, evergreen, understory, and/or shrubs) and minimum size required at time of planting, the minimum landscaping within required buffers shall be provided as follows:***
  - a. One overstory tree and three (3) shrubs shall be provided per thirty five (35) linear feet of required buffer.
  - b. Vegetation substitution:
    - (1) Two (2) ornamental trees, one evergreen tree, or six (6) shrubs may be substituted for one required overstory tree; however, no more than twenty five percent (25%) of the required number of overstory trees may be substituted.
    - (2) A twenty five (25) square foot mass planting of perennials or ornamental grasses may be substituted for three (3) shrubs.
  - c. Landscape vegetation required within buffer areas is in addition to the landscape vegetation required of open space and parking areas.
6. ~~Ponds, lakes, wetlands,~~ ***Created storm water management facilities*** or other water features may be placed within the buffer area given the following:
  - a. Such water features constantly contain water at a level visible from adjoining properties and public streets;
  - b. Pond edge treatments are incorporated to enhance the attractiveness of the element (no "wild overgrown pond edge" allowed); and
  - c. The appropriate water circulation and clarification measures are implemented.

**Section 4. AMENDMENT:** Ordinance #1712 and #2271, pertaining to the Jordan Creek Business Park Planned Unit Development (PUD) Ordinance, Section 083-06, *Architecture*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics:

The architectural design of any building within this development shall be acceptable to the city. The architecture shall attempt to express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design to lessen the plainness of appearance which can be characteristic of large buildings. Building design, materials, and colors within each parcel shall provide continuity amongst buildings to unite all structures within the parcel into one project concept. Additionally, although the architectural style may be different between the commercial (parcel A), ~~and office portions (parcel B),~~ **and the residential (parcel C) portions** of the site, a sense of connectivity between the ~~two (2)~~ **three (3)** areas should still be created. All sides to each building shall receive high quality materials, finishes, and details (360 degree architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

On file with the ~~city~~ **City Clerk** are conceptual architectural illustrations illustrating the general architectural style and materials to be implemented (see Exhibit "B").

A. All buildings within this development shall accommodate or incorporate the following in building design and materials:

1. Corporate architecture shall be prohibited.
2. Buildings shall be oriented to create a logical and identifiable relationship with the site and other buildings, open spaces, and pedestrian circulation paths.
3. The use of building articulation which breaks up the building mass into modules that reflects proportions similar to other buildings within the development.
4. The building's design should meet context and site objectives such as providing gateways, creating visual and physical linkages and framing or terminating views.
5. Variation in building height, mass and roof forms shall be provided while still maintaining an overall building continuity. Roofs should not be designed as attention getting devices related to the reinforcement of signage or as an identifiable corporate image.
6. Variation in horizontal planes through the use of materials, color and projecting forms should be implemented to signify an entry, create protection for the pedestrian, and creates interest.
7. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
8. Ground floor tenant areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest.
9. The use of brick, stone, architectural concrete or masonry acceptable to the city shall be incorporated. The use of EIFS or synthetic stucco shall be used in moderation and primarily as an accent or trim material.
10. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings.

**11. Architectural design for multi-family units shall include:**

- a. ***Unit design should incorporate elements such as balconies and patios to reinforce the connection between the residents and the activities within the development. A minimum of eighty percent (80%) of the multi-family units within the development must provide a balcony or porch/patio with a minimum usable area of forty (40) square feet and a minimum usable dimension of five feet (5') deep in either direction. In lieu of outdoor living area for individual units, area(s) of common defined and enhanced outdoor living space can be provided.***

**b. Accessory Buildings:**

- a. *The exterior design for a clubhouse that is accessory to the primary use, and detached accessory buildings such as garages (should they be pursued) shall incorporate the architectural design and treatments of the principal residential buildings, such as windows, doors, trim and materials on all sides of the building.*
- b. *For parking incorporated within the primary building, the design should place the garage doors on a non-street side façade and on facades not facing single-family residential development unless appropriately detailed to minimize the dominance of garage doors on the facade.*

**Section 5. AMENDMENT:** Ordinance #1712 and #2271, pertaining to the Jordan Creek Business Park Planned Unit Development (PUD) Ordinance, Section 083-07, *Signage*; Subsection B, *Wall Signage* is hereby amended by deleting the highlighted strike-through text:

**B. Wall Signage:**

1. All wall signage shall consist of individual three-dimensional letters attached directly to the building. No cabinet or panel signs shall be allowed except for contoured cabinet signs necessary to display logos. In the event cabinet signs are implemented, every measure possible shall be implemented to minimize the amount of illuminated background.

2. Signage for single tenant buildings may be located on any wall facade. Signage for tenants within a multi-tenant building shall be located on the same floor as and immediately adjacent to and above the tenant space.

3. No wall signage shall be located on the northern facade of those buildings immediately adjacent to the wetland area (~~identified as buildings 13, 14, and 18 on the specific plan map~~).

4. Wall signage located above a roof element shall be allowed at the discretion of the director of community development provided that the signage is located on a flat wall. Any illumination of the sign shall be by reverse lighting to project the light back towards the wall to create a "halo" effect; no front illumination is allowed. The individual letters shall have returns to screen the lighting source and shall be placed so the space between the wall plane and back of the letter is no greater than two inches (2").

5. Total wall signage allowed per building or tenant shall be calculated as per city code.

**Section 6. AMENDMENT:** Ordinance #1712 and #2271, "Jordan Creek Business Park" is hereby amended by replacing the respective pages of the Specific Plan Map and architectural concepts on file with the City Clerk with that as illustrated in Exhibit "A" and "B" of this ordinance.

**Section 7. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 8. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 9. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**Section 10. OTHER REMEDIES.** In addition to the provisions set out in Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 11. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2021, and was published in the Des Moines Register on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

EXHIBIT A: Specific Plan Sketch Plan

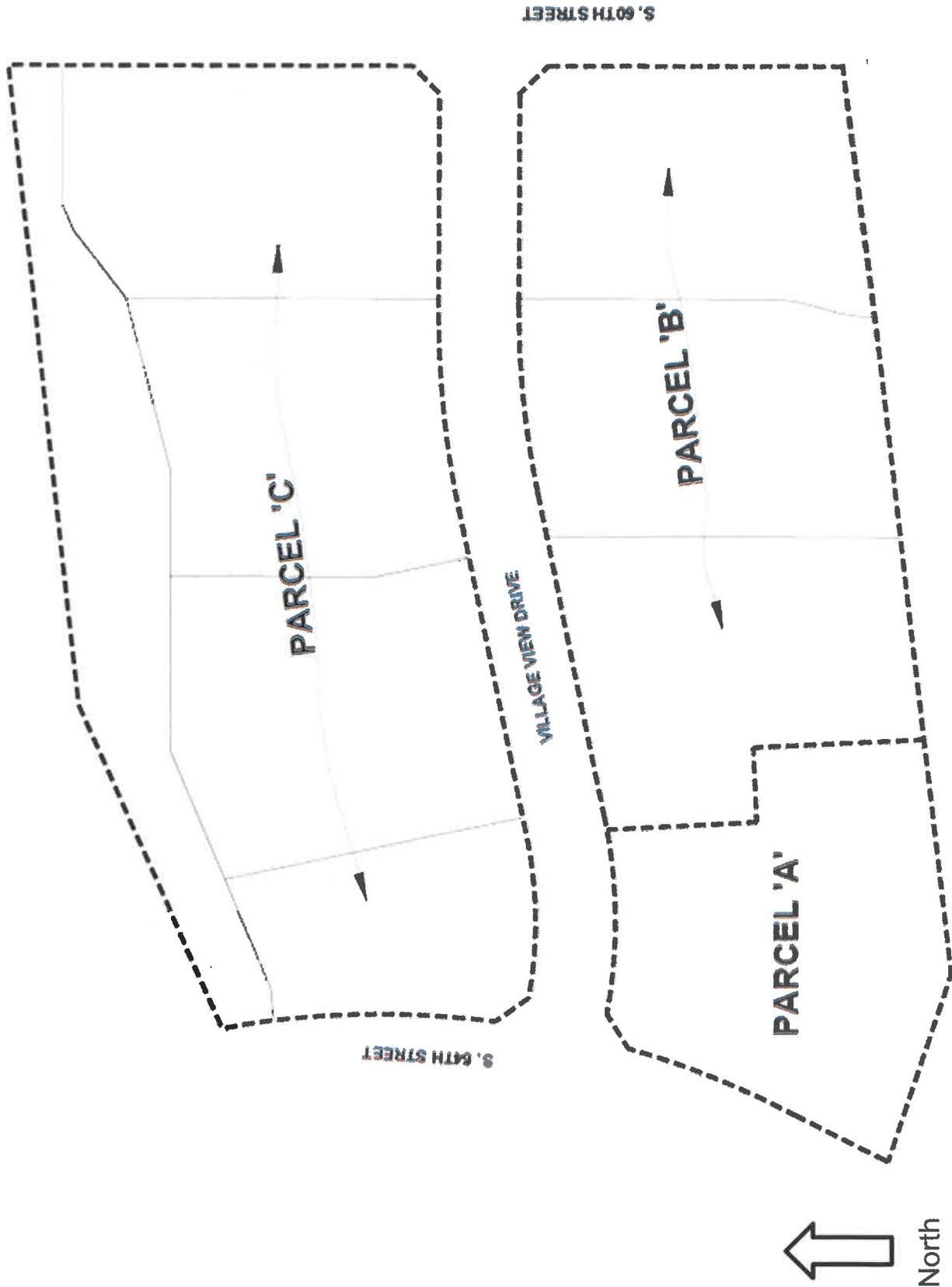


Exhibit B: Precedent Architectural Images



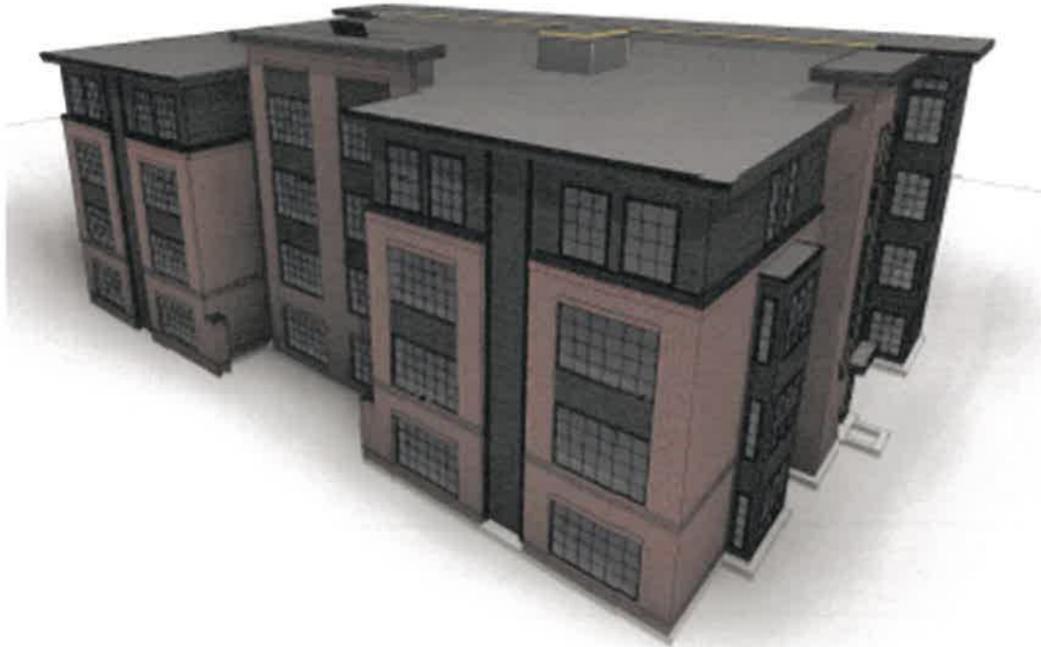
1 SW PERSPECTIVE  
SCALE



2 NW PERSPECTIVE 2  
SCALE



3 SE PERSPECTIVE  
SCALE



4 NE AERIAL  
SCALE



1 SW PERSPECTIVE  
SCALE



4 SE PERSPECTIVE  
SCALE



3 NE PERSPECTIVE  
SCALE



2 NW PERSPECTIVE  
SCALE

JCorp, inc

P.O. Box 1574266714 50124  
p 315.977.5437  
f 315.977.5661  
www.jcorp.io

THE RESERVE UNITS B & C

3D Views  
06 / 30 / 2021



① Marketing East Elevation  
SCALE: 3/32" = 1'-0"



② Marketing North Elevation  
SCALE: 3/32" = 1'-0"



③ Marketing South Elevation  
SCALE: 3/32" = 1'-0"



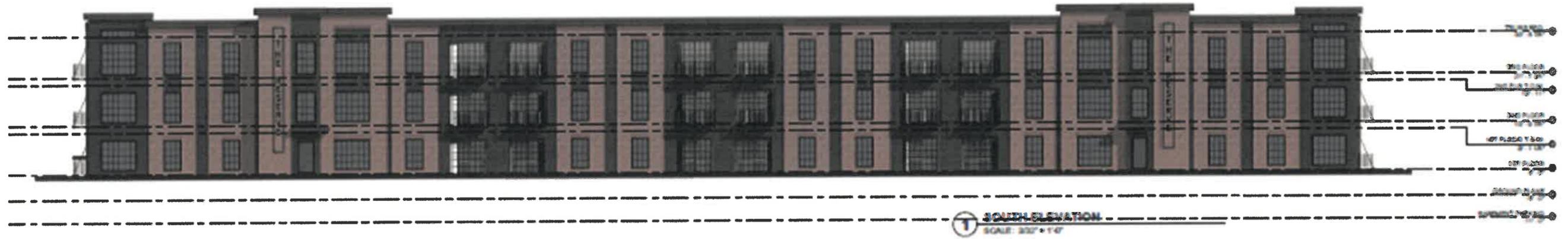
④ Marketing West Elevation  
SCALE: 3/32" = 1'-0"

JCorp, inc

P.O. Box 128 HANCOCK, IN 50124  
p: 515.397.5457  
t: 515.397.5441  
www.jcorp.net

The Reserve

Elevations  
06 / 30 / 2021



**NO CHANGE FROM PREVIOUS READING****CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION****DATE: September 7, 2021****ITEM:**

Ordinance - Approval of Second Reading, Waive Third Reading and Adoption of the Traffic Code Amendment in final form

No Parking Zones

5<sup>th</sup> Street – Walnut Street to 45 feet south of Walnut Street on the east and west side of 5<sup>th</sup> Street

**FINANCIAL IMPACT:** None.**BACKGROUND:**

The traffic control at 5<sup>th</sup> Street and Walnut is a two-way stop with the Walnut Street approaches under stop control. The intersection is experiencing some sight distance issues for the stopped traffic on Walnut to view oncoming northbound traffic on 5<sup>th</sup> Street due to vehicles parked close to the intersection. This Traffic Code Amendment would remove two parking stalls on both the east and west sides of 5<sup>th</sup> Street south of Walnut Street to improve the intersection sight distance.

**OUTSTANDING ISSUES:** None.**RECOMMENDATION:**

Staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form.

**Lead Staff Member: Brian Hemesath, P.E.****STAFF REVIEWS**

Department Director	Brian Hemesath, PE				
Appropriations/Finance					
Legal					
Agenda Acceptance					
<b>PUBLICATION(S) (if applicable)</b>			<b>SUBCOMMITTEE REVIEW (if applicable)</b>		
Published In	Des Moines Register		Committee	Public Services	
Dates(s) Published			Date Reviewed	August 23, 2021	
			Recommendation	Yes	

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.**

**SECTION 1. AMENDMENT. TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9 (TRAFFIC SCHEDULES), SECTION 5-1 (NO PARKING ZONES):** is hereby amended by adding the following in alphabetical order:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Fifth Street	Walnut Street	45 feet south of centerline of Walnut Street	East and West

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SAVINGS CLAUSE.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATIONS AND PANALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 & 2 of the City Code of the City of West Des Moines, Iowa.

**SECTION 5. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section in the Ordinance, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED** this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

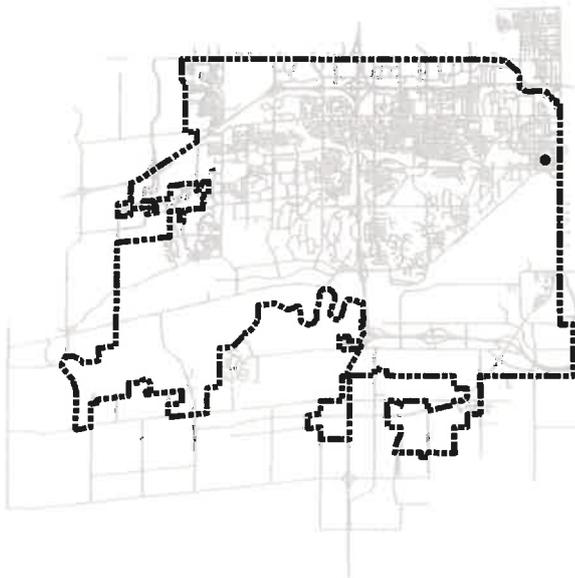
ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Traffic Code Amendment No Parking Zones**

LOCATION:

**5th Street - Walnut St to 45 Feet South of Walnut St on the East and West side of 5th S**

DRAWN BY: REF

DATE: 8-16-2021

PROJECT: No Parking Zones

SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Issuance of \$20,395,000 General Obligation Urban Renewal Bonds (Series 2021B) -- Final Action Items

**DATE:** September 7, 2021

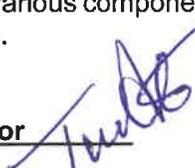
**FINANCIAL IMPACT:** The final interest rate on the City's 2021B General Obligation Urban Renewal Bonds is 1.61% (True Interest Cost) based on bids received on August 16, 2021. Total interest cost to be paid over the life of the notes is \$5,662,701.11. Payments are due each June 1 (principal & interest) and December 1 (interest only) with the final payment scheduled for June 1, 2040.

**BACKGROUND:** This item contains a resolution with several final actions needed to complete the sale of the Series 2021B General Obligation Urban Renewal Bonds:

- (a) Appointing UMB Bank, N.A. as Registrar, Transfer Agent, and Paying Agent; and
- (b) Authorizing and providing for the issuance of bonds and levying of a tax to pay the bonds; and
- (c) Approving the Tax Exemption Certificate and Continuing Disclosure Certificate

The resolution and all associated documents have been prepared by the City's Bond Counsel (Ahlers & Cooney, P. C.) and, because they are lengthy documents which are similar to those previously approved by Council, only the resolution is attached with this item. The remainder of the documents are available in the Finance Director or City Clerk's offices for viewing.

**RECOMMENDATION:** Approve the resolution authorizing various components related to the issuance of Series 2021B General Obligation Urban Renewal Bonds.

**Lead Staff Member:** Tim Stiles, Finance Director 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Dates Reviewed	July 7, 2021		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$20,395,000 General Obligation Urban Renewal Bonds, Series 2021B, dated September 23, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

- 1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$20,395,000 General Obligation Urban Renewal Bonds, Series 2021B, dated September 23, 2021.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7<sup>th</sup> day of September, 2021.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$20,395,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021B, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$20,395,000 GENERAL OBLIGATION URBAN  
RENEWAL BONDS, SERIES 2021B, AND LEVYING A TAX  
TO PAY SAID BONDS; APPROVAL OF THE TAX  
EXEMPTION CERTIFICATE AND CONTINUING  
DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403 and the Urban Renewal Plan for the Grand Prairie Parkway Urban Renewal Area, including street and roadway improvements, bridges and bridge improvements, railroad crossings, sidewalks, trails, pedestrian overpass and underpasses, traffic signals, street lights, and real estate for any of the foregoing purposes, with related site improvements, and water, sewer, stormwater extensions and improvements for projects related to Booneville Road, Grand Avenue, South Grand Prairie Parkway, South 115th Street, the Iowa Interstate Railroad Crossing, the Sugar Creek Sewer, the Johnson Creek Sewer, and the Johnson Creek Conveyance Improvement project, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$21,500,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or

property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$20,395,000 General Obligation Urban Renewal Bonds, Series 2021B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403 and the Urban Renewal Plan for the Grand Prairie Parkway Urban Renewal Area, including street and roadway improvements, bridges and bridge improvements, railroad crossings, sidewalks, trails, pedestrian overpass and underpasses, traffic signals, street lights, and real estate for any of the foregoing purposes, with related site improvements, and water, sewer, stormwater extensions and improvements for projects related to Booneville Road, Grand Avenue, South Grand Prairie Parkway, South 115th Street, the Iowa Interstate Railroad Crossing, the Sugar Creek Sewer, the Johnson Creek Sewer, and the Johnson Creek Conveyance Improvement project.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of West Des Moines, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 470,201.11*	2021/2022
\$ 682,550.00**	2022/2023
\$3,832,550.00	2023/2024
\$1,375,050.00	2024/2025
\$1,367,550.00	2025/2026
\$1,358,300.00	2026/2027
\$1,347,300.00	2027/2028
\$1,339,550.00	2028/2029
\$1,329,800.00	2029/2030
\$1,308,400.00	2030/2031
\$1,296,750.00	2031/2032
\$1,284,500.00	2032/2033
\$1,287,600.00	2033/2034
\$1,290,200.00	2034/2035
\$1,292,300.00	2035/2036
\$1,293,900.00	2036/2037
\$1,295,000.00	2037/2038
\$1,300,600.00	2038/2039
\$1,305,600.00	2039/2040

\*Payable from the Capitalized Interest Fund.

\*\*Payable in part from the Capitalized Interest Fund, and debt service levy or cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditors of Polk, Warren, Madison and Dallas Counties, Iowa and each Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION BOND FUND NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than \$1,152,751.11 of proceeds which shall be deposited into a Capitalized Interest Fund and applied to interest through June 1, 2023, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the City in the amount of \$20,395,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2021B", be dated September 23, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed

with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$3,150,000	5.000%	2024
\$ 850,000	5.000%	2025
\$ 885,000	5.000%	2026
\$ 920,000	5.000%	2027
\$ 955,000	5.000%	2028
\$ 995,000	5.000%	2029
\$1,035,000	4.000%	2030
\$1,055,000	3.000%	2031
\$1,075,000	3.000%	2032
\$1,095,000	2.000%	2033
\$1,120,000	2.000%	2034
\$1,145,000	2.000%	2035
\$1,170,000	2.000%	2036
\$1,195,000	2.000%	2037
\$1,220,000	2.000%	2038
\$1,250,000	2.000%	2039
\$1,280,000	2.000%	2040

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any

Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than

Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond,

and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so

mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTIES OF POLK, DALLAS, WARREN AND MADISON"  
"CITY OF WEST DES MOINES"  
"GENERAL OBLIGATION URBAN RENEWAL BOND"

"SERIES 2021B"  
ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: September 23, 2021  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403 and the Urban Renewal Plan for the Grand Prairie Parkway Urban Renewal Area, including street and roadway improvements, bridges and bridge improvements, railroad crossings, sidewalks, trails, pedestrian overpass and underpasses, traffic signals, street lights, and real estate for any of the foregoing purposes, with related site improvements, and water, sewer, stormwater extensions and improvements for projects related to Booneville Road, Grand Avenue, South Grand Prairie Parkway, South 115th Street, the Iowa Interstate Railroad Crossing, the Sugar Creek Sewer, the Johnson Creek Sewer, and the Johnson Creek Conveyance Improvement project, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name

of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: September 23, 2021  
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: \_\_\_\_\_  
Authorized Signature  
Registrar and Transfer Agent: UMB Bank, N.A.  
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or

Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Issuance of \$2,990,000 General Obligation Urban Renewal Bonds (Series 2021C) -- Final Action Items

**DATE:** September 7, 2021

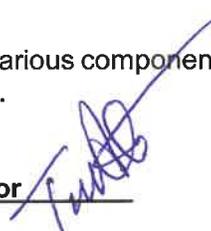
**FINANCIAL IMPACT:** The final interest rate on the City's 2021C General Obligation Urban Renewal Bonds is 1.70% (True Interest Cost) based on bids received on August 16, 2021. Total interest cost to be paid over the life of the notes is \$916,850.00. Payments are due each June 1 (principal & interest) and December 1 (interest only) with the final payment scheduled for June 1, 2039.

**BACKGROUND:** This item contains a resolution with several final actions needed to complete the sale of the Series 2021C General Obligation Urban Renewal Bonds:

- (a) Appointing UMB Bank, N.A. as Registrar, Transfer Agent, and Paying Agent; and
- (b) Authorizing and providing for the issuance of bonds and levying of a tax to pay the bonds; and
- (c) Approving the Tax Exemption Certificate and Continuing Disclosure Certificate

The resolution and all associated documents have been prepared by the City's Bond Counsel (Ahlers & Cooney, P. C.) and, because they are lengthy documents which are similar to those previously approved by Council, only the resolution is attached with this item. The remainder of the documents are available in the Finance Director or City Clerk's offices for viewing.

**RECOMMENDATION:** Approve the resolution authorizing various components related to the issuance of Series 2021C General Obligation Urban Renewal Bonds.

**Lead Staff Member:**                     Tim Stiles, Finance Director                     

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Dates Reviewed	July 7, 2021		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$2,990,000 General Obligation Urban Renewal Bonds, Series 2021C, dated September 23, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$2,990,000 General Obligation Urban Renewal Bonds, Series 2021C, dated September 23, 2021.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7<sup>th</sup> day of September, 2021.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,990,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$2,990,000 GENERAL OBLIGATION URBAN  
RENEWAL BONDS, SERIES 2021C, AND LEVYING A TAX  
TO PAY SAID BONDS; APPROVAL OF THE TAX  
EXEMPTION CERTIFICATE AND CONTINUING  
DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plans for the Amended and Restated Mills Parkway Urban Renewal Area, as amended, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related sidewalks, lighting, utilities and sewers, traffic signals and signage and related improvements in support of the Development Agreement with Galloway Holdings, L.L.C. and JCG Equity, L.L.C., essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$3,500,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said

Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$2,990,000 General Obligation Urban Renewal Bonds, Series 2021C, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plans for the Amended and Restated Mills Parkway Urban Renewal Area, as amended, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related sidewalks, lighting, utilities and sewers, traffic signals and signage and related improvements in support of the Development Agreement with Galloway Holdings, L.L.C. and JCG Equity, L.L.C.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of West Des Moines, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 65,100.00*	2021/2022
\$ 94,500.00**	2022/2023
\$ 94,500.00	2023/2024
\$244,500.00	2024/2025
\$242,000.00	2025/2026
\$244,250.00	2026/2027
\$246,000.00	2027/2028
\$242,250.00	2028/2029
\$243,250.00	2029/2030
\$245,650.00	2030/2031
\$244,650.00	2031/2032
\$243,500.00	2032/2033
\$242,200.00	2033/2034
\$242,900.00	2034/2035
\$243,500.00	2035/2036
\$244,000.00	2036/2037
\$244,400.00	2037/2038
\$239,700.00	2038/2039

\*Payable from the Capitalized Interest Fund.

\*\*Payable in part from the Capitalized Interest Fund, and debt service levy or cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditors of Polk, Warren, Madison and Dallas Counties, Iowa and each Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION BOND FUND NO. 3" (the "Bond Fund"), which is

hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than \$159,600 of proceeds which shall be deposited into a Capitalized Interest Fund and applied to interest through June 1, 2023, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the City in the amount of \$2,990,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2021C", be dated September 23, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$150,000	5.000%	2025
\$155,000	5.000%	2026
\$165,000	5.000%	2027
\$175,000	5.000%	2028
\$180,000	5.000%	2029
\$190,000	4.000%	2030
\$200,000	3.000%	2031
\$205,000	3.000%	2032
\$210,000	3.000%	2033
\$215,000	2.000%	2034
\$220,000	2.000%	2035
\$225,000	2.000%	2036
\$230,000	2.000%	2037
\$470,000	2.000%	2039*

\*Term Bonds

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Bonds. All Term Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Bond #1		
Principal Amount	Interest Rate	Maturity June 1st
\$235,000	2.000%	2038
\$235,000	2.000%	2039*

\*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give

DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at

maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF POLK"  
"CITY OF WEST DES MOINES"  
"GENERAL OBLIGATION URBAN RENEWAL BOND"  
"SERIES 2021C"  
ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: September 23, 2021  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal

Plans for the Amended and Restated Mills Parkway Urban Renewal Area, as amended, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related sidewalks, lighting, utilities and sewers, traffic signals and signage and related improvements in support of the Development Agreement with Galloway Holdings, L.L.C. and JCG Equity, L.L.C., in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Bonds maturing on June 1, 2039 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$235,000	2038
\$235,000	2039*

\*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_September 23, 2021  
This is one of the Bonds described in the within mentioned  
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: \_\_\_\_\_

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)

Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or

Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF WEST DES MOINES

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Clyde Evans, AICP, Director, Community and Economic Development

**DATE:** September 7, 2021

**RE:** Annexation Agreement with the City of Cumming

Due to a noticing error on staff's part, we will need to renote the public hearing on the Annexation Moratorium Agreement with the City of Cumming. The new public hearing date will be on October 4, 2021.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approval to execute an Infrastructure Agreement between Jordan Ridge, LLC and the City of West Des Moines      **DATE:** September 7, 2021

**RESOLUTION:** Approval of Infrastructure Agreement

**FINANCIAL IMPACT:** Based on the attached Infrastructure Agreement between the City and Jordan Ridge, LLC, the City proposes to construct Stagecoach Drive between South Jordan Creek Parkway and South 78<sup>th</sup> Street to facilitate development of the area. These costs will be funded by incremental property tax revenues generated by the Mills Parkway Tax Increment Financing District and are estimated at \$4.4 Million.

**BACKGROUND:** Jordan Ridge LLC is considering new construction for commercial office and retail use on a lot at the intersection of South Jordan Creek Parkway and Stagecoach Drive. Because of significant terrain issues the developer has requested assistance from the City in constructing the portion of Stagecoach Drive from Jordan Creek Parkway and South 78<sup>th</sup> Street.

This item was reviewed at the August 18, 2021, Finance and Administration Council Subcommittee meeting for recommendation. The Subcommittee recommended approval of the requested Infrastructure Agreement.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving the Infrastructure Agreement and authorizing the Mayor to sign the Infrastructure Agreement on behalf of the City.

Lead Staff Member: Clyde E. Evans, AICP, Director

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	August 27, 2021
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed	August 18, 2021		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Infrastructure Agreement
- Exhibit II - Resolution

## INFRASTRUCTURE AGREEMENT

BY AND BETWEEN

CITY OF WEST DES MOINES

AND

JORDAN RIDGE, LLC

THIS INFRASTRUCTURE AGREEMENT (this “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WEST DES MOINES, IOWA, a municipality (“City”), established pursuant to the Code of Iowa and JORDAN RIDGE, LLC, an Iowa limited liability company having offices for the transaction of business in the State of Iowa at 611 Monticello, Burlington, Iowa 52601 (“Developer”). The City and Developer are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, Developer is or will be the owner of certain real property, consisting of approximately 130 acres, located within the City and legally defined in Exhibit A attached hereto (the “Property”); and

WHEREAS, Developer is willing to transfer right of way to the City in support of the City’s construction of certain Public Improvements as set forth in this Agreement; and

WHEREAS, City believes that the parties’ fulfillment generally of this Agreement are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable State and local laws and requirements.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits hereto, as the same may be modified, amended, or supplemented.

City means the City of West Des Moines, Iowa, or any successor to its functions.

City Code means the West Des Moines Code of Ordinances.

Code means the Code of Iowa, 2021, as amended.

County means the County of Dallas, Iowa.

Developer means Jordan Ridge, LLC, an Iowa limited liability company, and its successors and assigns.

Event of Default means any of the events described in Section 6.1 of this Agreement.

Infrastructure Improvements means the initial two (2) lanes of an ultimate four (4) lane arterial street, including all rough and final grading and underground public infrastructure including water main, fiber conduit, and storm sewer, located on or adjacent to the Property between the terminus of and aligning with the existing Stagecoach Drive on the east and continuing through the anticipated intersection with S. 78<sup>th</sup> Street on the west, as depicted in Exhibit B. Installation of the Infrastructure Improvements will substantially conform to the existing Stagecoach Drive and will adhere to all City design standards and specifications. The Infrastructure Improvements do not include the extension of 78th Street to the anticipated intersection with Stagecoach, nor do they include the sidewalks and streetlights adjacent to that portion of Stagecoach Drive being constructed by the City as part of the Infrastructure Improvements.

Property means that portion of the City described on Exhibit A attached hereto and incorporated herein.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 7.11 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City).

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City makes the following representations and warranties:

a. City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is an Iowa limited liability company duly organized and validly existing as a limited liability company under the laws of the State, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation or review procedure applicable to the Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

### ARTICLE III. COVENANTS OF DEVELOPER

Section 3.1. Developer shall dedicate, or cause to be dedicated, at no cost to the City, all property necessary for the construction of the Infrastructure Improvements and shall provide, or cause to be provided, at no cost to the City, any temporary construction easements on the Property necessary for the

construction of the Infrastructure Improvements. The dedication of property and provision of easements shall occur before, and shall be condition precedent to, the City's initiation of construction of the Infrastructure Improvements. Except for easements encumbering the Property, City agrees that City shall be responsible for obtaining the temporary construction easements required, if any, to construct the Infrastructure Improvements.

Section 3.2. Except for the Infrastructure Improvements, and any additional extension of Stagecoach Drive to the west, Developer shall construct or cause the construction of the public streets and associated infrastructure and utilities on or in the Property as and to the extent required by City Code for a preliminary and final plat for the Property to be approved by the City pursuant to the City's normal processes.

#### ARTICLE IV. INFRASTRUCTURE IMPROVEMENTS

Section 4.1. Infrastructure Improvements. For and in consideration of the Developer's obligations under this Agreement, the City agrees to construct the Infrastructure Improvements subject to the terms and conditions of this Agreement.

a. Conditions Precedent to Construction of Infrastructure Improvements. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement with respect to construction of the Infrastructure Improvements is subject to each of the following conditions precedent:

- i. Developer shall have satisfied the requirements of Sections 3.1 and 3.2 of this Agreement;
- ii. City shall have approved a final plat for the Property;
- iii. The City Council shall have completed all legislative processes necessary to identify the Infrastructure Improvements as an urban renewal project in an applicable urban renewal plan or amendment;
- iv. The City Council shall have completed all applicable public bidding requirements for the Infrastructure Improvements in the City's sole discretion and shall have awarded a contract for the Infrastructure Improvements;
- v. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the financing necessary for the construction of the Infrastructure Improvements, if any; and
- vi. The City shall have secured financing for the construction of the Infrastructure, such as the completed sale of bonds, if any, on such terms and conditions as it shall deem necessary or desirable in its sole discretion.

Subject to unavoidable delays, City agrees to diligently and in good faith act to the extent within its power to satisfy the foregoing conditions in as timely a manner as is reasonably possible.

b. Construction of the Infrastructure Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 4.1(a) of this Agreement, the City shall fund and then construct the Infrastructure Improvements. The City's obligation to construct the Infrastructure Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Section 4.1, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same.

c. Completion of the Infrastructure Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Infrastructure Improvements to be undertaken and completed by December 1, 2022. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays, provided that the City agrees to provide Developer with a written notice within five (5) days of City becoming aware of any claimed Unavoidable Delay. The City shall cause the Infrastructure Improvements to be constructed in conformity with (i) the terms and conditions of this Agreement, and (ii) all applicable federal, State, and local laws, ordinances, rules, and regulations and permit requirements.

d. No Special Legal Entitlements.

i. Developer recognizes and agrees that the Infrastructure Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Infrastructure Improvements.

ii. The Parties agree that the City and other Indemnified Parties (as defined in Section 5.1(a)) are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Infrastructure Improvements for any particular purpose.

e. Special Assessments. In exchange for dedication of the right of way for Stagecoach Drive, the City hereby waives and disclaims the right to levy a special assessment under Iowa Code 384.37-79 on the Property for construction or installation of Stagecoach Drive within any portion of the Property. This provision shall survive the termination or expiration of the Agreement and is irrevocable and binding upon recording of the deed for dedication of the right of way for Stagecoach Drive. It is agreed and understood by the parties that the City is undertaking the construction of the Infrastructure Improvements pursuant to this Agreement, covering a portion of the anticipated Stagecoach Drive as shown on Exhibit B, and that while the City is not undertaking any responsibility under this Agreement for the further extension of Stagecoach Drive within any portion of the Property, City is agreeing not to levy a special assessment on the Property for any portion of such extension of Stagecoach Drive when and if made. Nothing in this Agreement shall be interpreted as interfering with the City's right to levy property taxes on the Property, nor as exempting the owner of the Property from paying such property taxes.

## ARTICLE V. INDEMNIFICATION

Section 5.1. Release and Indemnification Covenants.

a. Developer releases City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Agreement, the “Indemnified Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) the acquisition and condition of the Property and the construction, installation, ownership, and operation of any improvements thereon, not including the Infrastructure Improvements; or (ii) any hazardous substance or environmental contamination located in or on the Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants, or employees, or any other person who may be about the Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

e. The provisions of this Article V shall survive the termination of this Agreement.

## ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

### Section 6.1. Events of Default

a. Developer Events of Default. Each of the following shall constitute an event of default by Developer if left uncured following any applicable notice and cure periods: Any breach by Developer of any of its representations, covenants or agreements contained herein.

b. City Events of Default. Each of the following shall constitute an event of default by the City if left uncured following any applicable notice and cure periods: Any breach by the City of any of its representations, covenants or agreements contained herein.

Section 6.2. Remedies. Upon the default by a Party to this Agreement, the non-defaulting Party shall thereafter provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) business days during which the defaulting Party shall have a right to cure the default; provided, however, such cure period may be extended if all of the following occur: (a) a default cannot reasonably be cured within the cure period provided in such notice, (b) the curing party notifies the non-defaulting party and provides evidence of such fact not later than the end of the cure period provided in the notice, (c) the curing party has theretofore been diligent in pursuing the cure, and (d) the curing party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. In the event the defaulting party fails to cure the default, the non-defaulting party may

(i) terminate this Agreement; or (ii) enforce this Agreement by specific performance. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.3. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE VII. MISCELLANEOUS

Section 7.1. Conflict of Interest. Developer represents and warrants that, to the best of its knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 7.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Jordan Ridge LLC, 611 Monticello, Burlington, Iowa 52601, Attn: Mike Pierson, Manager;
- b. In the case of the City, is addressed to or delivered personally to City of West Des Moines at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265-0320; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 7.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 7.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 7.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. Prior to fulfillment of its obligations under this Agreement, Developer shall not transfer, convey, or assign its obligations under this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 7.8. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 7.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 7.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 7.11. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2023, unless terminated earlier under the terms of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

*(Signatures Appear on the Following Pages)*

CITY OF WEST DES MOINES, IOWA,  
an Iowa municipal corporation

\_\_\_\_\_  
Steven K. Gaer  
Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary, State of Iowa



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION: PARCEL 21-76

A PARCEL OF LAND IN THE NE1/4 & SE1/4 OF SECTION 23 AND THE NW1/4 SW1/4 OF SECTION 24, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 23; THENCE N83°22'32"E, 50.37 FEET ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 23, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 'B', THE CASCADES AT JORDAN CREEK PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13814 AT THE DALLAS COUNTY RECORDER'S OFFICE, TO THE SE CORNER OF SAID LOT 'B'; THENCE S00°21'47"W, 6.18 FEET ALONG THE EAST LINE OF THE WEST 50.00 FEET OF SAID NE1/4 TO A POINT; THENCE S00°29'27"W, 755.91 FEET ALONG SAID EAST LINE OF THE WEST 50.00 FEET OF THE NE1/4 TO A POINT; THENCE N80°47'37"E, 210.11 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1560.00 FEET AND A CHORD BEARING N71°53'58"E, AN ARC LENGTH OF 484.33 FEET TO A POINT OF TANGENCY; THENCE N63°00'19"E, 45.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET AND A CHORD BEARING N52°27'31"E, AN ARC LENGTH OF 390.24 FEET TO A POINT OF TANGENCY; THENCE N41°54'43"E, 327.37 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 740.00 FEET AND A CHORD BEARING N77°57'43"E, AN ARC LENGTH OF 931.21 FEET TO A POINT OF TANGENCY; THENCE S65°59'16"E, 185.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. JORDAN CREEK PARKWAY AS IT IS PRESENTLY ESTABLISHED IN BOOK 2004, PAGE 294 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S24°11'07"W, 653.22 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1355.74 FEET AND A CHORD BEARING S01°27'43"E, AN ARC LENGTH OF 1213.74 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S27°06'33"E, 1413.67 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1827.36 FEET AND A CHORD BEARING S19°46'50"E, AN ARC LENGTH OF 467.47 FEET ALONG SAID WEST RIGHT-OF-WAY LINE A POINT OF TANGENCY; THENCE S12°27'07"E, 130.04 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE CENTERLINE BOONEVILLE ROAD AS IT IS ESTABLISHED IN BOOK 440, PAGE 65 AT THE DALLAS COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE NORTH LINE OF THE PLAT OF SURVEY RECORDED IN BOOK 7, PAGE 485 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S82°14'23"W, 87.76 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO A POINT; THENCE S78°07'29"W, 244.40 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO A POINT; THENCE S82°01'23"W, 591.58 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO THE NW CORNER OF SAID PLAT OF SURVEY RECORDED IN BOOK 7, PAGE 485 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S00°37'56"E, 14.44 FEET ALONG THE WEST LINE OF SAID PLAT OF SURVEY TO A POINT ON THE SOUTH LINE OF THE NE1/4 SE1/4 OF SAID SECTION 23; THENCE S83°19'15"W, 55.21 FEET ALONG SAID SOUTH LINE TO THE SW CORNER OF THE E1/2 NE1/4 SE1/4 OF SAID SECTION 23; THENCE N00°03'20"E, 1317.20 FEET ALONG THE WEST LINE OF SAID E1/2 NE1/4 SE1/4 TO THE NW CORNER OF SAID E1/2 NE1/4 SE1/4, SAID NW CORNER ALSO BEING ON THE SOUTH LINE OF SAID NE1/4 OF SECTION 23; THENCE S83°06'34"W, 653.49 FEET ALONG SAID SOUTH LINE TO THE SE CORNER OF THE SW1/4 NE1/4 OF SAID SECTION 23; THENCE S83°04'41"W, 1307.79 FEET ALONG SAID SOUTH LINE OF THE NE1/4 TO THE CENTER OF SAID SECTION 23; THENCE N00°29'27"E, 2643.34 FEET ALONG WEST LINE OF SAID NE1/4 TO THE POINT OF BEGINNING AND CONTAINING 130.03 ACRES INCLUDING 0.92 ACRES OF PUBLIC RIGHT-OF-WAY EASEMENT MORE OR LESS

**EXHIBIT B**  
**INFRASTRUCTURE IMPROVEMENTS DEPICTION**

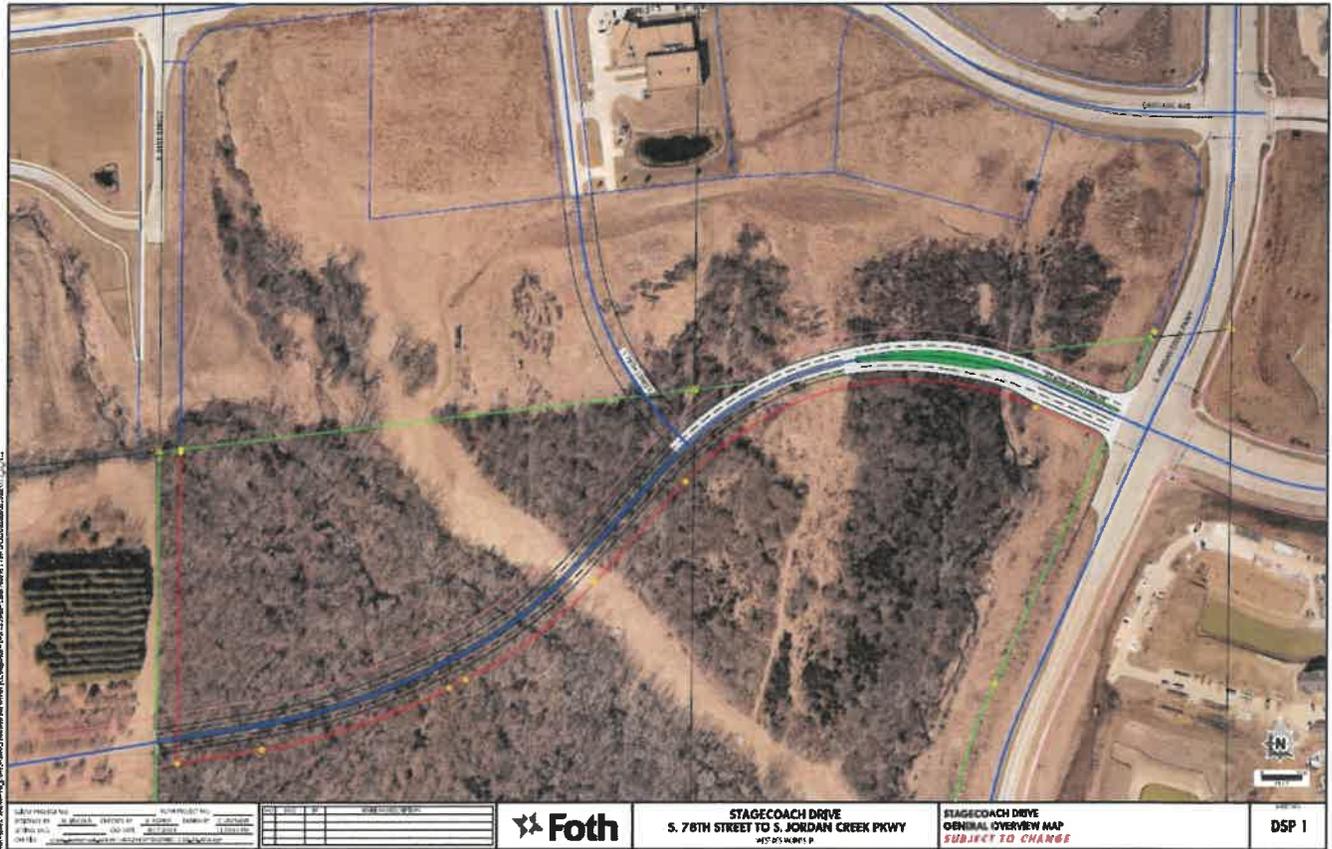


EXHIBIT C

**Type of Document:**                   **MEMORANDUM OF INFRASTRUCTURE AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES AND JORDAN  
RIDGE LLC**

**Return Document to:**               **Ryan T. Jacobson  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 1A  
West Des Moines, IA 50265**

**Preparer Information:**           **Nathan J. Overberg  
Ahlers & Cooney, P.C.  
100 Court Ave., Ste. #600  
Des Moines, IA 50309  
(515) 243-7611**

**Taxpayer Information:**           **N/A**

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION:           See Page C-2 of Memorandum of Agreement

MEMORANDUM OF INFRASTRUCTURE AGREEMENT

WHEREAS, the City of West Des Moines, Iowa (“City”) and Jordan Ridge LLC (“Developer”) did on or about the \_\_\_\_ day of \_\_\_\_\_, 2021, make, execute, and deliver, each to the other, an Infrastructure Agreement (the “Agreement”) related to certain real property located within City and as more particularly described as follows:

LEGAL DESCRIPTION: PARCEL 21-76

A PARCEL OF LAND IN THE NE1/4 & SE1/4 OF SECTION 23 AND THE NW1/4 SW1/4 OF SECTION 24, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 23; THENCE N83°22'32"E, 50.37 FEET ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 23, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 'B', THE CASCADES AT JORDAN CREEK PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13814 AT THE DALLAS COUNTY RECORDER'S OFFICE, TO THE SE CORNER OF SAID LOT 'B'; THENCE S00°21'47"W, 6.18 FEET ALONG THE EAST LINE OF THE WEST 50.00 FEET OF SAID NE1/4 TO A POINT; THENCE S00°29'27"W, 755.91 FEET ALONG SAID EAST LINE OF THE WEST 50.00 FEET OF THE NE1/4 TO A POINT; THENCE N80°47'37"E, 210.11 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1560.00 FEET AND A CHORD BEARING N71°53'58"E, AN ARC LENGTH OF 484.33 FEET TO A POINT OF TANGENCY; THENCE N63°00'19"E, 45.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET AND A CHORD BEARING N52°27'31"E, AN ARC LENGTH OF 390.24 FEET TO A POINT OF TANGENCY; THENCE N41°54'43"E, 327.37 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 740.00 FEET AND A CHORD BEARING N77°57'43"E, AN ARC LENGTH OF 931.21 FEET TO A POINT OF TANGENCY; THENCE S65°59'16"E, 185.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. JORDAN CREEK PARKWAY AS IT IS PRESENTLY ESTABLISHED IN BOOK 2004, PAGE 294 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S24°11'07"W, 653.22 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1355.74 FEET AND A CHORD BEARING S01°27'43"E, AN ARC LENGTH OF 1213.74 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S27°06'33"E, 1413.67 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1827.36 FEET AND A CHORD BEARING S19°46'50"E, AN ARC LENGTH OF 467.47 FEET ALONG SAID WEST RIGHT-OF-WAY LINE A POINT OF TANGENCY; THENCE S12°27'07"E, 130.04 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE CENTERLINE BOONEVILLE ROAD AS IT IS ESTABLISHED IN BOOK 440, PAGE 65 AT THE DALLAS COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE NORTH LINE OF THE PLAT OF SURVEY RECORDED IN BOOK 7, PAGE 485 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S82°14'23"W, 87.76 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO A POINT; THENCE S78°07'29"W, 244.40 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO A POINT; THENCE S82°01'23"W, 591.58 FEET ALONG SAID CENTERLINE AND SAID NORTH LINE TO THE NW CORNER OF SAID PLAT OF SURVEY RECORDED IN BOOK 7, PAGE 485 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S00°37'56"E, 14.44 FEET ALONG THE WEST LINE OF SAID PLAT OF SURVEY TO A POINT ON THE SOUTH

LINE OF THE NE1/4 SE1/4 OF SAID SECTION 23; THENCE S83°19'15"W, 55.21 FEET ALONG SAID SOUTH LINE TO THE SW CORNER OF THE E1/2 NE1/4 SE1/4 OF SAID SECTION 23; THENCE N00°03'20"E, 1317.20 FEET ALONG THE WEST LINE OF SAID E1/2 NE1/4 SE1/4 TO THE NW CORNER OF SAID E1/2 NE1/4 SE1/4, SAID NW CORNER ALSO BEING ON THE SOUTH LINE OF SAID NE1/4 OF SECTION 23; THENCE S83°06'34"W, 653.49 FEET ALONG SAID SOUTH LINE TO THE SE CORNER OF THE SW1/4 NE1/4 OF SAID SECTION 23; THENCE S83°04'41"W, 1307.79 FEET ALONG SAID SOUTH LINE OF THE NE1/4 TO THE CENTER OF SAID SECTION 23; THENCE N00°29'27"E, 2643.34 FEET ALONG WEST LINE OF SAID NE1/4 TO THE POINT OF BEGINNING AND CONTAINING 130.03 ACRES INCLUDING 0.92 ACRES OF PUBLIC RIGHT-OF-WAY EASEMENT MORE OR LESS

(the "Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2021 and terminates as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Infrastructure Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Infrastructure Agreement made a part hereof by reference, and that anyone making any claim against any of said Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Infrastructure Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[Signatures Start on Next Page]*

CITY OF WEST DES MOINES, IOWA,  
an Iowa municipal corporation

\_\_\_\_\_  
Steven K. Gaer  
Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary, State of Iowa



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF AN INFRASTRUCTURE AGREEMENT BY  
AND BETWEEN THE CITY OF WEST DES MOINES AND  
JORDAN RIDGE, LLC

WHEREAS, the City has received a proposal from Jordan Ridge, LLC (the "Developer"), in the form of a proposed Infrastructure Agreement (the "Agreement") by and between the City and Developer, pursuant to which, among other things, the Developer would dedicate, at no cost to the City, all property necessary for the City's construction of certain Infrastructure Improvements, consisting of two (2) lanes of a four (4) lane arterial street, as outlined in the proposed Agreement; and

WHEREAS, in exchange, the City would agree to construct the Infrastructure Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403, Code of Iowa, to wit:

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES IN THE STATE OF IOWA:

Section 1. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 7<sup>th</sup> day of September, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**6(c)**

**DATE: September 7, 2021**

**ITEM:**

Public Hearing (5:35 p.m.)  
Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3  
0510-069-2021

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$2,024,900.00 for the Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3. There were two (2) bids submitted with the low bid of \$2,899,652.00 being submitted by TD&I Cable Maintenance, Inc. of Lakeland, Minnesota. Payments were scheduled to be made from account no. 670.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

The project was to include installation of the drop portion of the multi-user fiber conduit network from a stubbed connection at the public right-of-way to a demarcation point located on the single-family building to support the connection of every residence who have authorized drop conduit installation through an agreement with the City. The project involved furnishing and installation of drop conduit, tracer wire, and other ancillary items required for a complete and functional drop conduit network for the future installation of fiber optic cables. The project was anticipated to be completed by August 31, 2022.

Staff recommends the City Council reject all bids due to the higher-than-anticipated costs. Staff plan to investigate the option of rebidding this work at a later date with a revised scope of work.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3;
- Motion receiving and filing Report of Bids;
- Resolution rejecting all bids.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer**

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	August 20, 2021

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on August 2, 2021, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3  
Project No. 0510-069-2021**

and

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **7th** day of **September, 2021**.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

**RESOLUTION REJECTING ALL BIDS**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3  
Project No. 0510-069-2020**

and

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council; and

**WHEREAS**, the low bid of TD&I Cable Maintenance, Inc. in the amount of \$2,899,652.00 was the lowest bid received for said public improvement; and

**WHEREAS**, all the bids received exceeded the estimated project cost; and

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that all bids for the Digital Enterprise Single Family Drop Conduit Installation Network Section 2&3 project are hereby rejected.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to all bidders.

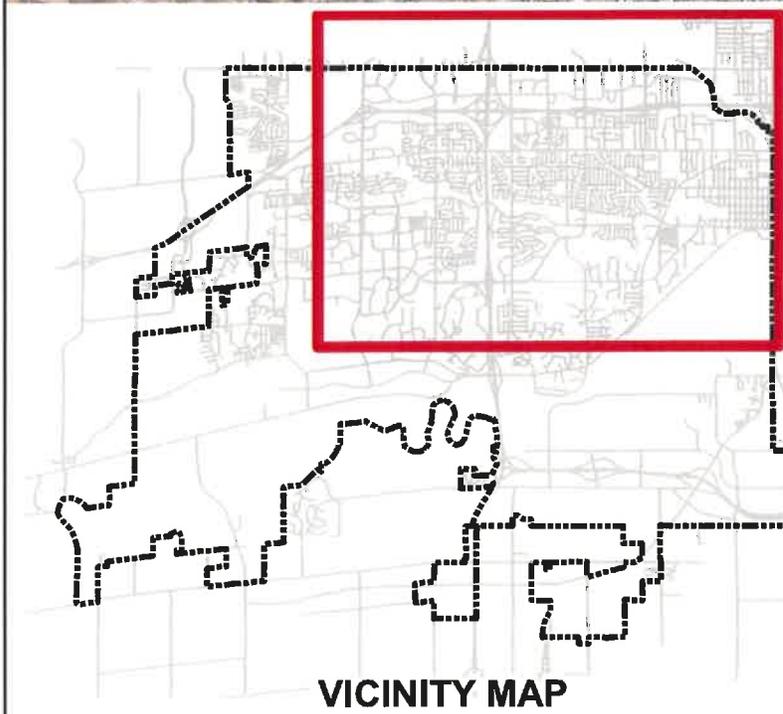
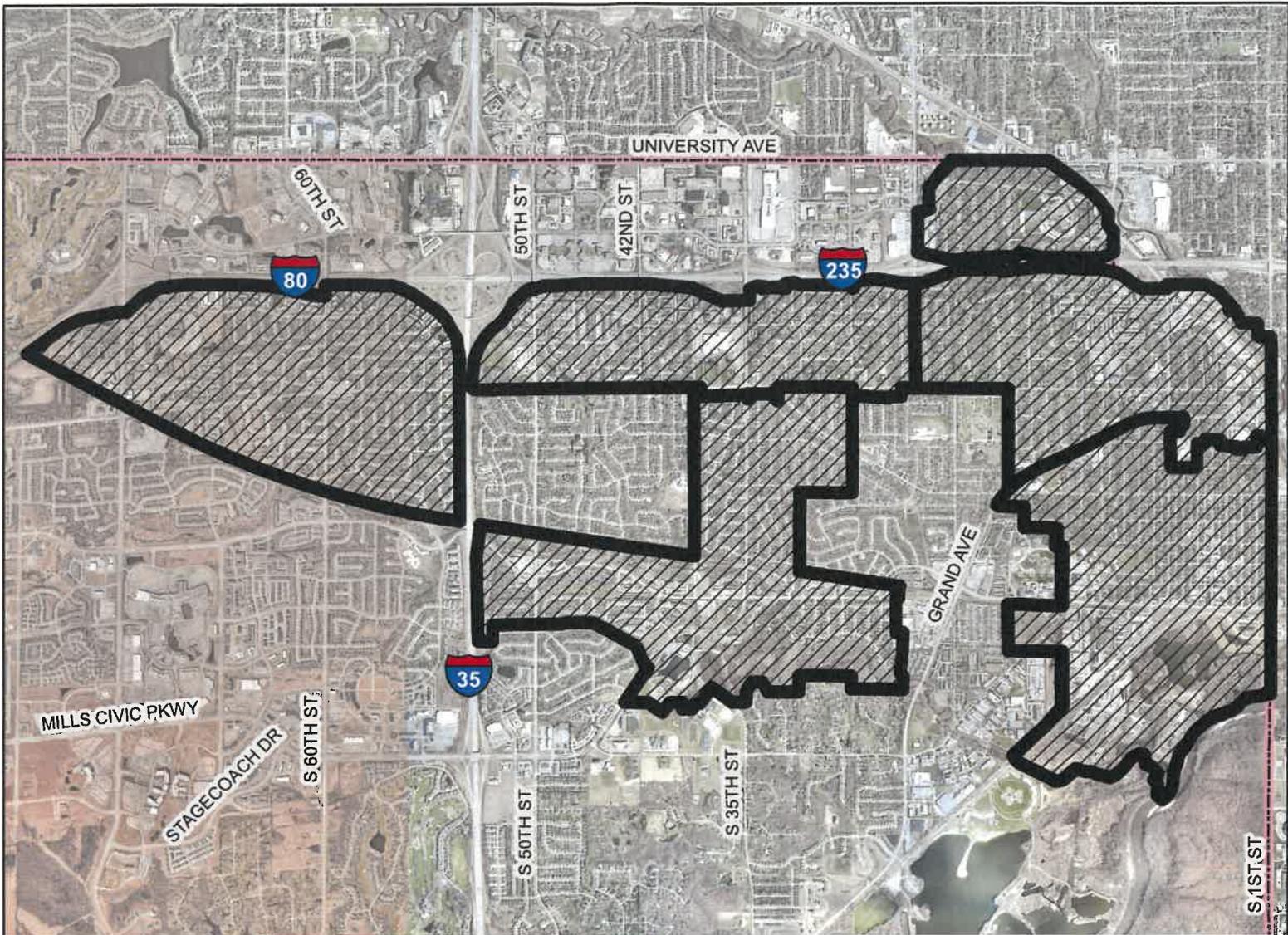
**PASSED AND ADOPTED** on this 7th day of September, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



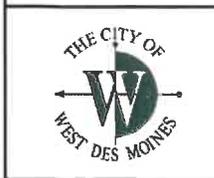


**LEGEND**

PROJECT LOCATION 



**VICINITY MAP**



PROJECT: <b>Digital Enterprise Single Family Drop Conduit Installation Network Section 2 &amp; 3</b>			
LOCATION: <b>Exhibit "A"</b>			
DRAWN BY: BJM	DATE: 7/27/2021	PROJECT NUMBER/NAME: 0510-069-2021	SHT. 1 of 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** September 7, 2021

- ITEM:** Public Hearing – Holiday Park Baseball Improvements Phase 6A – Maintenance Building Renovation
1. Resolution – Approval of Plans and Specifications
  2. Motion – Receive and File Report of Bids
  3. Motion – Defer Award of Contract

**FINANCIAL IMPACT:** Not known at this time.

**BACKGROUND:** Bids were received for the Holiday Park Baseball Improvements Phase 6A – Maintenance Building Renovation project on September 1, 2021. Three contractors submitted bids, and all were substantially higher than the estimate prepared by the project consultants, JBC and Studio Melee. The project estimate was \$190,826.00 and there is approximately \$315,000 available for the project. The low bid in the amount of \$306,500.00 was received from Lang Construction of Grimes, Iowa. This is approximately \$115,674 over the project estimate. Any remaining funding was intended to be utilized on the next phase(s) of the project including the remaining field renovations and construction of a new parking lot. Due to the amount of the overage, the project may need to be value-engineered, redesigned and/or rebid. The consultants are analyzing the bids to determine if cost-savings may be possible.

The Council is asked to hold the public hearing on the plans, specifications, estimate of cost, and form of contract, approve the resolution adopting the same, and receive and file the report of bids. Staff requests that the Council defer action on the award of contract until the September 20, 2021 meeting. This will allow time for the consultants and staff to make an informed recommendation. A copy of the bid tabulation is attached for your information.

**RECOMMENDATION:** That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and move to defer the award of contract for two weeks.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation  50 by 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 27, 2021

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Adopting Plans,  
Specifications, Form of Contract, and  
Estimate of Cost**

**WHEREAS**, on August 2, 2021 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Holiday Park Baseball Improvements Phase 6A, Maintenance Building Renovation**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

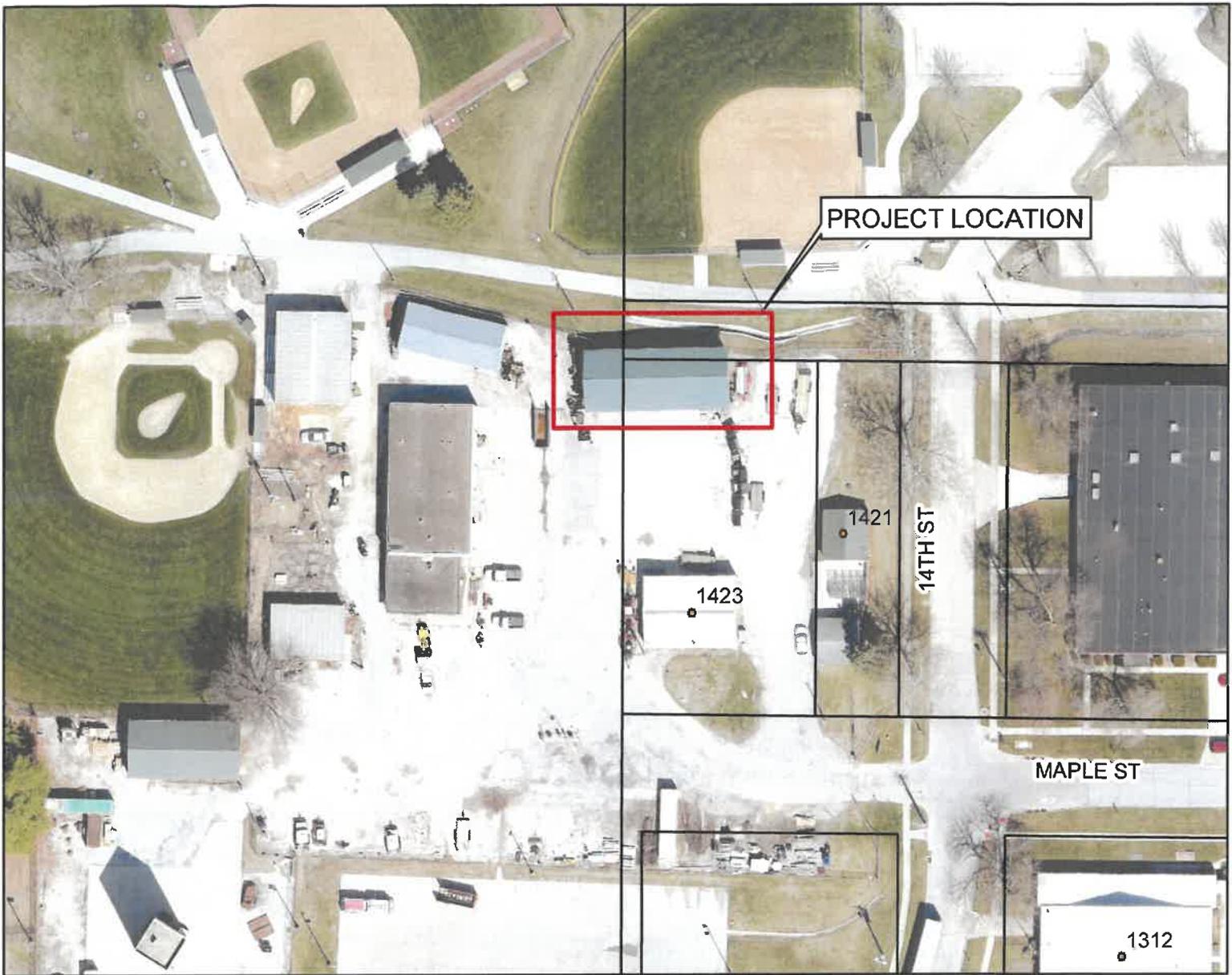
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

**PASSED AND APPROVED** this 7<sup>th</sup> day of September, 2021.

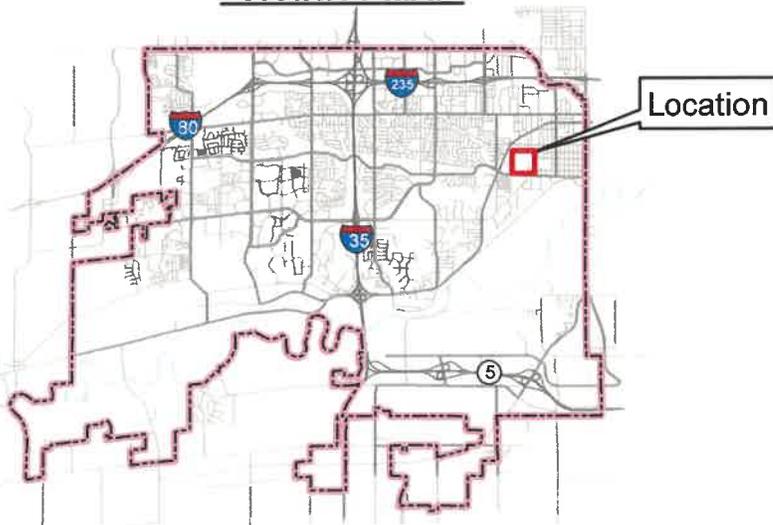
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

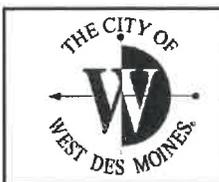
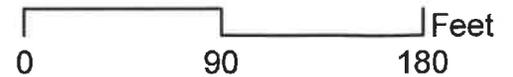


**VICINITY MAP**



**LEGEND**

 Project Location



PROJECT:	<b>HOLIDAY PARK BASEBALL PHASE 6A MAINTENANCE BUILDING RENOVATION</b>		
LOCATION:	<b>1421 MAPLE STREET</b>		
DRAWN BY:	<b>MAA</b>	DATE:	<b>7/27/2021</b>
PROJECT NO.:		SHT.	<b>1 of 1</b>



**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Browns Woods Estates Plat 2, SE 5<sup>th</sup> and SE Walnut Woods Drive – Approve Final Plat to create 21 lots for Single-Family development and 2 street lots – Venture Homes by Stephen R. Grubb 1 L.L.C. – FP-005175-2021

**RESOLUTION: Approval and Release of Final Plat**

**Background:** The applicant and property owner, Venture Homes by Stephen R. Grubb 1, L.L.C., requests approval of a Final Plat for the approximately 7.9-acre property located at SE Walnut Woods Drive and SE 5<sup>th</sup> Street. The applicant proposes to subdivide the property into 21 lots for Single-Family detached homes and 2 street lots for dedication to the City.

**Staff Review & Comment:**

- *Financial Impact:* There is no City funding of this project; however, there is staff time related to the processing of development applications, inspections during construction of public improvements and subsequent inspections during the construction of the homes.
- *History:* The associated Preliminary Plat was approved by the Plan and Zoning Commission on August 27, 2018, and the City Council on September 4, 2018. The first final plat was approved for an initial 29 out of 75 total lots by the City Council on September 3, 2019. The City's typical practice has been if at least one Final Plat for ground that was contained within the area included on the associated Preliminary Plat, then the Preliminary Plat is vested. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- *Conditions of Approval:*
  1. Upon completion of construction it was discovered an area of pavement on SE 5<sup>th</sup> St did not meet minimum thickness requirements. In order to preserve the integrity of the slab, reinforcing, and smoothness, Staff negotiated with the contractor to provide a second four (4) year maintenance bond upon expiration of the initial pavement maintenance bond required as part of the development. Any defects resulting from the thickness deficiency are likely to occur during the course of these bonds and will be remedied by the contractor. A condition of approval has been added to address this situation.
  2. The Public Improvements are not ready to be accepted at the time of this writing but can be completed in a matter of days. To avoid a two week delay until the next City Council meeting, a condition of approval has been added to require the documentation of the storm water detention facility and completion of public improvement punch list items prior to the final plat being released for recordation.

**Outstanding Issues:** There are no outstanding issues.

Staff notes that as part of this approval, the Council is approving and accepting the following:

- A deed for Lots A and B (SE Walnut Woods Drive and SE 5<sup>th</sup> Street) to be dedicated to the City as public street right-of-way.

- Legal documents to establish public easements for sanitary sewer, storm sewer, vehicle turn-around, and overland flowage.
- Surety for the construction of public sidewalks within the plat boundaries.

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements and the following:

1. Provide a second four (4) year maintenance bond upon expiration of the initial pavement maintenance bond in consideration of paving not meeting thickness requirements.
2. Provide final documentation of storm water facilities construction and completion of public improvements and punch list items or provide surety for their completion prior to the final plat being recorded.

**Lead Staff Member: Kara Tragesser**

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input type="checkbox"/> Agenda Acceptance

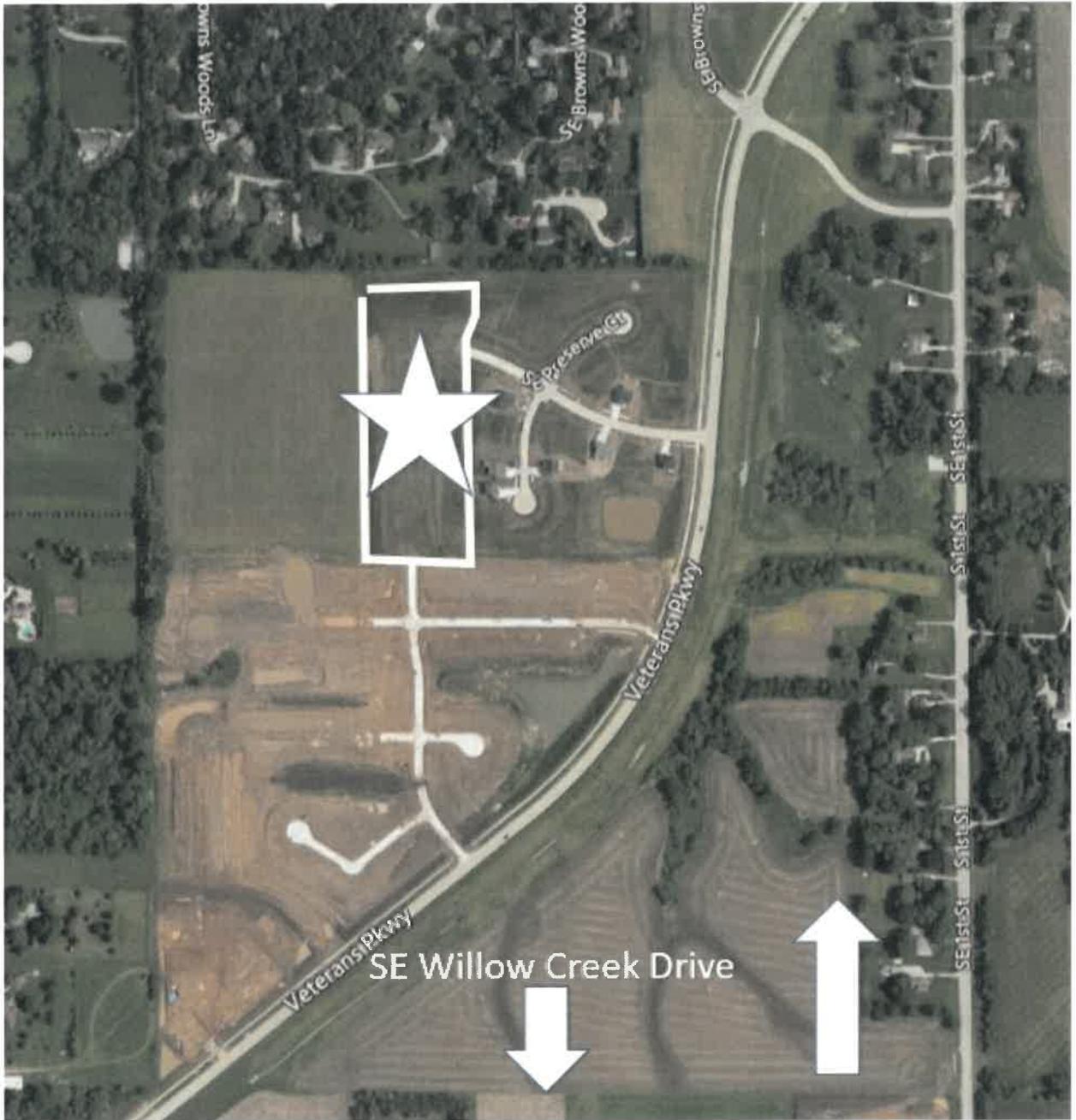
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	6/7/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY - APPROVED PLANS ON FILE WITH THE CITY

**INDEX LEGEND**  
 LOCATION: NW 1/4 SEC. 26-79-25  
 REQUESTOR: VENTURE HOMES, LLC  
 PROPRIETOR: VENTURE HOMES, LLC  
 SURVEYOR: KEVEN J. CRAWFORD  
 SURVEYOR COMPANY: COOPER CRAWFORD & ASSOCIATES, LLC  
 RETURN TO: 475 S. 50th STREET, SUITE 800  
 WEST DES MOINES, IOWA 50265  
 COOPER CRAWFORD & ASSOCIATES, LLC

# FINAL PLAT BROWNS WOODS ESTATES PLAT 2

## West Des Moines, Iowa

**OWNER/APPLICANT**  
 VENTURE HOMES, LLC  
 475 S. 50th STREET, SUITE 100  
 WEST DES MOINES, IOWA 50265  
 ATTN: STEPHEN GRUBB  
 (515) 327-1700

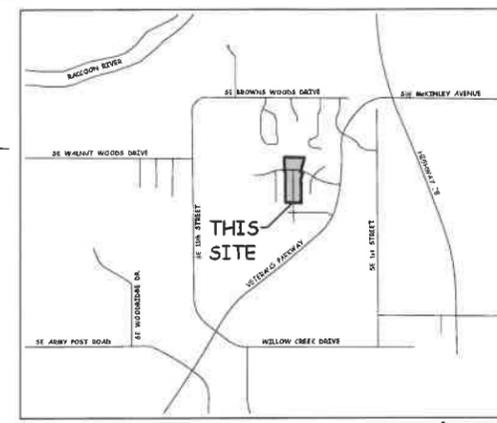
**ZONING**  
 EXISTING: R-1  
 RS-30  
 PROPOSED: R-1 (LOTS 4-21)  
 RS-30 (LOTS 1-3)

**COMPREHENSIVE PLAN LAND USE**  
 EXISTING: SF - SINGLE FAMILY RESIDENTIAL  
 PROPOSED: SF - SINGLE FAMILY RESIDENTIAL

**LAND USE DENSITY**  
 EXISTING: AGRICULTURE (0 UNITS/ACRE)  
 PROPOSED: SINGLE FAMILY RESIDENTIAL (2.65 UNITS/ACRE)

**SETBACKS**  
 R-1: FRONT-30', REAR-35', SIDS-7' MIN (15' TOTAL)  
 RS-30: FRONT-35', REAR-35', SIDS-8' MIN (20' TOTAL)

**SURVEYOR'S NOTES**  
 1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.  
 2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.  
 3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.  
 4. BEARINGS BASED ON AN ASSUMED BEARING.



**LEGAL DESCRIPTION**  
 A part of the Northwest 1/4 of Section 26, Township 78 North, Range 25 West of the 5th P.M., City of West Des Moines, Polk County, Iowa, that is more particularly described as follows:  
 Beginning at the Northwest corner of Lot 12, Browns Woods Estates Plat 1, an official plat; thence S14°58'31"W, 325.77 feet along the West line of said Browns Woods Estates Plat 1 to the South right-of-way line of SE Walnut Woods Drive, as it is presently established, and to a non-tangent 765.00 foot radius curve concave to the Southwest; thence Southwesterly 52.73 feet along said West line, and along said South right-of-way line, said curve having a chord length of 52.72 feet and a chord bearing of S73°03'00"E; thence S18°55'28"W, 126.09 feet along said West line; thence S00°23'18"E, 438.28 feet along said West line; thence S01°57'26"E, 71.54 feet along said West line of the Southwest corner of Lot 19, said Browns Woods Estates Plat 1; thence N89°34'26"W, 341.99 feet; thence N00°23'18"W, 567.23 feet; thence N01°13'49"W, 101.44 feet to a non-tangent 765.00 foot radius curve concave to the Southeast; thence Southwesterly 17.17 feet along said curve, said curve having a chord length of 17.17 feet and a chord bearing of S89°38'35"W; thence N01°00'00"W, 250.39 feet to the South line of Julienne Estates Plat 2, an official plat; thence S89°42'48"E, 439.48 feet along said South line, and along the South line of Schieffelin Estates Plat 1, an official plat, to the Point of Beginning.

Said tract of land contains 7.938 acres more or less.  
 Said tract of land being subject to any and all easements of record.

**NOTES**  
 1. ALL PARCELS ARE SUBJECT TO LANDSCAPED BUFFER REQUIREMENTS AS SPELLED OUT IN THE WEST DES MOINES ZONING ORDINANCE.  
 2. ALL SANITARY SEWER, STORM SEWER AND OVERLAND FLOWAGE EASEMENTS ARE PUBLIC, UNLESS OTHERWISE NOTED.  
 3. LOTS 'A' & 'B' TO BE DEEDED TO THE CITY OF WEST DES MOINES FOR STREET PURPOSES.  
 4. THIS SITE IS WITHIN ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS REFERENCED ON FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 19153C0340F, MAP EFFECTIVE DATE FEBRUARY 1, 2019.  
 5. THE CONTRACTOR/OWNER OF EACH LOT SHALL SUBMIT A FOOTPRINT AND ELEVATION OF ANY PROPOSED RESIDENCE TO THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.  
 6. DECKS WILL NOT BE ALLOWED TO ENCRUST INTO EASEMENTS.  
 7. HOME BUILDER AND PLUMBING CONTRACTOR SHALL VERIFY SANITARY SERVICE STUB-OUT ELEVATIONS PRIOR TO HOUSE CONSTRUCTION TO ENSURE BASEMENT FLOOR ELEVATIONS WILL PROVIDE ADEQUATE FALL IN SERVICE PIPE (2% MINIMUM).  
 8. SPOT ELEVATIONS REPRESENT THE GRADE AT A POINT WHERE THE EASEMENTS CROSS LOT LINES.  
 9. NO DIRECT ACCESS TO VETERANS PARKWAY IS PERMITTED FOR THE SINGLE FAMILY RESIDENTIAL LOTS.  
 10. THE APPLICANT/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST AND INSTALLATION OF REQUIRED STREET LIGHTS FOR ALL PUBLIC STREETS WITHIN THE PROPOSED DEVELOPMENT.

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH BEARING
C1	012°24'15"	800.00	173.19	86.94	172.86	N87°13'36"W
C2	002°17'07"	800.00	31.91	15.96	31.91	N88°14'17"W
C3	014°41'22"	800.00	205.10	103.12	204.54	N82°12'10"W
C4	007°29'36"	895.00	199.30	54.68	199.12	S78°44'17"E
C5	007°11'46"	895.00	194.87	52.51	194.80	S86°06'58"E
C6	088°10'33"	25.00	38.98	24.71	39.15	N45°03'04"W
C7	097°28'40"	25.00	42.53	28.50	37.69	S48°21'02"W
C8	007°58'09"	765.00	105.19	52.73	105.21	N78°59'04"W
C9	004°48'13"	765.00	90.84	45.47	90.79	N86°18'45"W
C10	001°17'09"	800.00	17.95	8.98	17.95	S89°38'35"W
C11	001°17'09"	895.00	18.74	9.37	18.74	N89°38'35"E

**LEGEND**

- ▲ FLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER 5/8" I.R. W/ YELLOW CAP #13156, UNLESS OTHERWISE NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- IRON ROD
- GP GAS PIPE
- DEEDED DISTANCE
- M MEASURED DISTANCE
- P PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- 4333 ADDRESS
- B.S.L. BUILDING SETBACK LINE
- N.R. NOT RASDIAL
- M.P.E. MINIMUM PROTECTION ELEVATION
- M.O.E. MINIMUM OPENING ELEVATION
- 120+00 SPOT ELEVATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DAILY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD  
 IOWA LICENSE NO. 13156  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

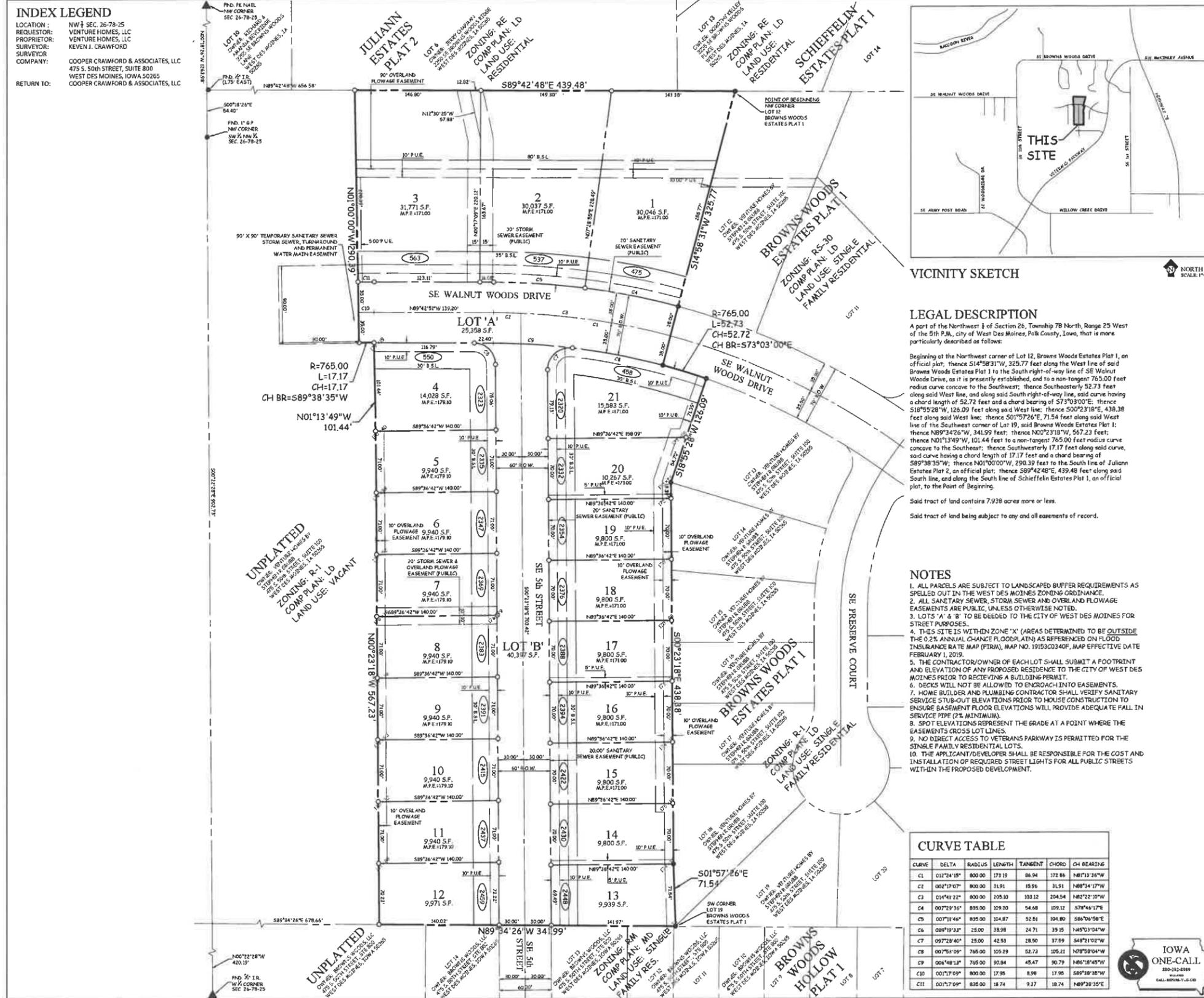
REVISIONS: DATE: 7-13-2021  
 JOB NUMBER: CC 2220

**COOPER CRAWFORD & ASSOCIATES, L.L.C.**  
 CIVIL ENGINEERS  
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
 PHONE: (515) 224-1344 FAX: (515) 224-1345

APPROVED: [Signature] INITIALS: [Signature] AS-BUILT: [Signature]

**FINAL PLAT**  
 Browns Woods Estates Plat 2

**SHEET 1 OF 1**



Prepared by: Kara Tragesser, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION #**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING BROWNS WOODS ESTATES PLAT 2 FINAL PLAT FOR THE PURPOSE OF CREATING 21 LOTS FOR SINGLE FAMILY DEVELOPMENT AND 2 LOTS FOR PUBLIC STREETS TO BE DEDICATED TO THE CITY**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, Venture Homes by Stephen R. Grubb 1, L.L.C., requests approval of a Final Plat for the approximately 7.9-acre property located at SE Walnut Woods Drive and SE 5<sup>th</sup> Street and legally described in attached Exhibit "B". The applicant proposes to subdivide the property into 21 lots for Single-Family development and 2 street lots for dedication to the City; and

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

**WHEREAS**, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat (PP-003514-2017) and recommended approval on August 27, 2018; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on September 4, 2018; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, the necessary easements have been established for sanitary sewer, storm sewer, vehicle turn around, and overland flowage; and

**WHEREAS**, the City Council is accepting surety for the construction of sidewalks within the plat boundaries; and

**WHEREAS**, the applicant has supplied warranty deeds to the City of West Des Moines for Street Lot(s) A and B to be dedicated as public street right-of-way; and

**WHEREAS**, the City Council approves of the following address assignment(s):

- Lot 1 = 475 SE Walnut Woods Drive
- Lot 2 = 537 SE Walnut Woods Drive
- Lot 3 = 563 SE Walnut Woods Drive
- Lot 4 = 550 SE Walnut Woods Drive and 2323 SE 5<sup>th</sup> Street
- Lot 5 = 2335 SE 5<sup>th</sup> Street
- Lot 6 = 2347 SE 5<sup>th</sup> Street
- Lot 7 = 2369 SE 5<sup>th</sup> Street
- Lot 8 = 2383 SE 5<sup>th</sup> Street
- Lot 9 = 2391 SE 5<sup>th</sup> Street
- Lot 10 = 2415 SE 5<sup>th</sup> Street
- Lot 11 = 2437 SE 5<sup>th</sup> Street
- Lot 12 = 2459 SE 5<sup>th</sup> Street
- Lot 13 = 2448 SE 5<sup>th</sup> Street
- Lot 14 = 2430 SE 5<sup>th</sup> Street
- Lot 15 = 2422 SE 5<sup>th</sup> Street
- Lot 16 = 2394 SE 5<sup>th</sup> Street
- Lot 17 = 2388 SE 5<sup>th</sup> Street
- Lot 18 = 2376 SE 5<sup>th</sup> Street
- Lot 19 = 2354 SE 5<sup>th</sup> Street
- Lot 20 = 2332 SE 5<sup>th</sup> Street
- Lot 21 = 2320 SE 5<sup>th</sup> Street and 458 SE Walnut Woods Drive

**WHEREAS**, property subject of this action is zoned Single-Family Residential (R-1) and Residential Single Family (RS-30) and meets all requirements of the City's Zoning Code.

**NOW, THEREFORE**, the City Council does approve the Browns Woods Estates Plat 2 Final Plat (FP-005175-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City. This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on September 7, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. Provide a second four (4) year maintenance bond upon expiration of the initial pavement maintenance bond in consideration of paving not meeting thickness requirements.
2. Provide final documentation of storm water facilities construction and completion of public improvements and punch list items or provide surety for their completion prior to the final plat being recorded.

## Exhibit B: Legal Description

A part of the Northwest  $\frac{1}{4}$  of Section 26, Township 78 North, Range 25 West of the 5th P.M., city of West Des Moines, Polk County, Iowa, that is more particularly described as follows:

Beginning at the Northwest corner of Lot 12, Browns Woods Estates Plat 1, an official plat; thence  $S14^{\circ}58'31''W$ , 325.77 feet along the West line of said Browns Woods Estates Plat 1 to the South right-of-way line of SE Walnut Woods Drive, as it is presently established, and to a non-tangent 765.00 feet radius curve concave to the Southwest; thence Southeasterly 52.73 feet along said West line, and along said South right-of-way line, said curve having a chord length of 52.72 feet and a chord bearing of  $S73^{\circ}03'00''E$ ; thence  $S18^{\circ}55'28''W$ , 126.09 feet along said West line; thence  $S00^{\circ}23'18''E$ , 438.38 feet along said West line; thence  $S01^{\circ}57'26''E$ , 71.54 feet along said West line of the Southwest corner of Lot 19, said Browns Woods Estates Plat 1; thence  $N89^{\circ}34'26''W$ , 341.99 feet; thence  $N00^{\circ}23'18''W$ , 567.23 feet; thence  $N01^{\circ}13'49''W$ , 101.44 feet to a non-tangent 765.00 feet radius curve concave to the Southeast; thence Southwesterly 17.17 feet along said curve, said curve having a chord length of 17.17 feet and a chord bearing of  $S89^{\circ}38'35''W$ ; thence  $N01^{\circ}00'00''W$ , 290.39 feet to the South line of Juliann Estates Plat 2, an official plat; thence  $S89^{\circ}42'48''E$ , 439.48 feet along said South line, and along the South line of Schieffelin Estates Plat 1, an official plat, to the Point of Beginning.

Said tract of land contains 7.938 acres more or less.

Said tract of land being subject to any and all easements of record.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Della Vita Plat 3, Northwest corner of 88<sup>th</sup> Street and EP True Parkway – Approve Final Plat to create 29 lots for Single-Family development, 1 outlot and 3 street lots – Della Vita, LLC – FP-005180-2021

**RESOLUTION: Acceptance of Public Improvements and Acceptance of Surety  
and Approval and Release of Final Plat**

**Background:** Emily Harding with Civil Design Advantage, on behalf of the applicant and property owner, Della Vita, LLC, requests approval of a Final Plat for the approximately 13-acre property generally located at the northwest corner of 88<sup>th</sup> Street and EP True Parkway. The applicant proposes to subdivide the property into 29 lots for Single-Family development, 1 outlot for storm water detention, and 3 street lots for dedication to the City.

**Staff Review & Comment:**

- **Financial Impact:** No City funds were used for this development; however, the City did acquire the property at the southwest corner of 88<sup>th</sup> St and EP True Parkway to allow the alignment of EP True Parkway on the west side of 88<sup>th</sup> Street to align with EP True Parkway already constructed on the east side of 88<sup>th</sup> Street.
- **History:** The associated Preliminary Plat was approved by the Plan and Zoning Commission on February 13, 2017 and the City Council on February 21, 2017. The City's typical practice has been if at least one Final Plat for ground that was contained within the area included on the associated Preliminary Plat, then the Preliminary Plat is vested. Della Vita Final Plat 1 was approved in November 2017 and Della Vita Final Plat 2 was approved in September 2020, thus vesting the Preliminary Plat. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- **EP True Parkway & 88<sup>th</sup> Street:** EP True Parkway will be extended west from its existing terminus at 88<sup>th</sup> Street to Napoli Avenue that goes north into the Della Vita site. This portion of the street will be constructed by the applicant and the applicant has provided surety to the City for this construction. The segment of 88<sup>th</sup> Street adjacent to the plat boundary was constructed with Della Vita Plat 1.
- **Parkland Dedication:** A Parkland Dedication Agreement was previously provided with Della Vita Plat 1. To provide for their parkland dedication requirements, the developer has chosen to construct improvements to recreational facilities that serve this development. More specifically, the improvements include paving of a section of trail along EP True Parkway adjacent to this development and a future improvement to Whisper Point Park which is located approximately a quarter of a mile to the south. Once the final number of lots/dwellings within the entire Della Vita site is known, if necessary, in conjunction with the last final plat associated with the development the Parkland Dedication Agreement will be updated.

- Traffic Analysis Findings: Traffic Impact Studies are not conducted for Final Plats but instead are completed at the time of the associated Preliminary Plat. Recommendations of the traffic study completed at the time of Preliminary Plat have been included with the design of streets within this final plat.

**Outstanding Issues:** There are no outstanding issues.

Staff would note that as part of this approval, the Council is approving and accepting the following:

- Public improvements associated with the construction of 91<sup>st</sup> Street, Terni Road, Dolce Court, public sanitary sewer and public storm sewer within the plat boundaries;
- Surety in lieu of public improvements associated with the construction of EP True Parkway from 88<sup>th</sup> Street to Napoli Avenue and public storm sewer including all appurtenances associated with said improvements;
- Surety for the construction of public sidewalks within the plat;
- Surety for the installation of landscape buffers required of the development;
- A deed for Lots A, B, and C to be dedicated as public street right-of-way;
- Legal documents to establish public easements for public utility easements (PUE), storm sewer and overland flowage, sanitary sewer, overland flowage, and landscape buffer; and
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements.

**Lead Staff Member:** Brian Portz

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance <i>BP</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	June 7, 2021
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



**INDEX LEGEND**

LOCATION: SEC 10-78-26, PT. SE1/4 NE1/4  
 REQUESTOR: DELLA VITA, LLC  
 PROPRIETOR: DELLA VITA, LLC  
 6900 WESTOWN PARKWAY  
 WEST DES MOINES, IA 50266  
 SURVEYOR: MICHAEL A. BROONER  
 SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE  
 RETURN TO: CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PH: 515-369-4400

# DELLA VITA PLAT 3

## FINAL PLAT

PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY - APPROVED PLANS ON FILE WITH THE CITY

**OWNER / DEVELOPER**

DELLA VITA, LLC  
 CONTACT: STEVE MOSELEY  
 6900 WESTOWN PARKWAY  
 WEST DES MOINES, IA 50266  
 PH. (515) 283-5190

**ENGINEER / SURVEYOR**

CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111

**ZONING**

SINGLE FAMILY RESIDENTIAL (R-1)

**BULK REGULATIONS**

ZONING: DELLA VITA PUD WITH AN UNDERLYING ZONING OF SINGLE FAMILY RESIDENTIAL (R-1)

**SETBACKS:**

FRONT: 30'  
 REAR (LOTS 7, 8 AND 21-29): 65'  
 REAR (LOTS 1-6 AND 9-20): 35'  
 SIDE: 7'MIN/14' TOTAL

**COMPREHENSIVE LAND USE**

SF - SINGLE FAMILY RESIDENTIAL

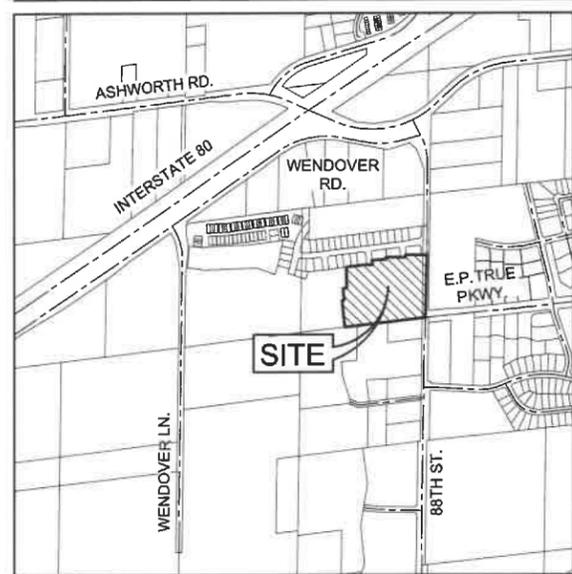
**DATE OF SURVEY**

APRIL 24, 2020

**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	4°28'47"	630.00'	49.26'	N0°54'25"W	49.25'	C16	90°00'00"	30.00'	47.12'	N37°56'46"E	42.43'	C31	43°35'44"	55.00'	41.85'	N44°09'03"W	40.85'
C2	8°56'58"	550.00'	85.91'	S4°56'45"W	85.82'	C17	90°00'00"	30.00'	47.12'	S52°03'14"E	42.43'	C32	43°35'44"	55.00'	41.85'	N87°44'47"W	40.85'
C3	9°19'29"	350.00'	56.96'	S88°54'34"W	56.90'	C18	11°43'41"	570.00'	116.67'	S11°12'24"E	116.47'	C33	41°50'56"	55.00'	40.17'	S49°31'53"W	39.29'
C4	11°12'44"	600.00'	117.41'	N1°26'52"W	117.23'	C19	4°48'59"	570.00'	47.91'	S21°57'57"W	47.90'	C34	58°31'02"	55.00'	56.17'	S0°39'06"E	53.76'
C5	15°52'14"	600.00'	166.20'	N12°05'37"E	165.66'	C20	8°57'42"	570.00'	89.15'	S9°09'18"W	89.06'	C35	1°02'12"	55.00'	1.00'	S30°25'43"E	1.00'
C6	18°41'45"	600.00'	195.78'	N10°40'51"E	194.92'	C21	6°23'35"	570.00'	63.60'	S16°49'56"W	63.57'	C36	40°22'03"	50.00'	35.23'	S10°45'47"E	34.50'
C7	10°34'00"	570.00'	105.12'	N6°36'58"E	104.97'	C22	2°53'47"	630.00'	31.85'	S18°34'50"W	31.84'	C37	2°28'40"	580.00'	25.08'	S8°10'54"W	25.08'
C8	8°07'45"	570.00'	80.87'	N15°57'51"E	80.80'	C23	7°08'29"	630.00'	78.52'	S13°33'42"W	78.47'	C38	6°06'29"	580.00'	61.83'	S3°53'19"W	61.80'
C9	1°44'09"	630.00'	19.09'	N19°09'39"E	19.09'	C24	6°37'25"	630.00'	72.83'	S6°40'45"W	72.79'	C39	0°21'49"	580.00'	3.68'	S0°39'10"W	3.68'
C10	9°22'41"	630.00'	103.12'	N13°36'14"E	103.00'	C25	2°02'05"	630.00'	22.37'	S2°21'01"W	22.37'	C40	82°28'30"	50.00'	71.97'	N41°42'31"E	65.92'
C11	83°06'15"	25.00'	36.26'	N50°28'01"E	33.17'	C26	5°22'24"	520.00'	48.77'	N3°09'28"E	48.75'	C41	36°52'12"	50.00'	32.18'	S9°00'52"E	31.62'
C12	7°46'19"	380.00'	51.54'	N88°07'59"E	51.51'	C27	3°34'34"	520.00'	32.46'	N7°37'57"E	32.45'	C42	2°28'40"	590.00'	25.52'	N8°10'54"E	25.51'
C13	6°59'52"	320.00'	39.08'	S87°44'45"W	39.06'	C28	40°22'03"	50.00'	35.23'	N29°36'16"E	34.50'						
C14	88°01'40"	25.00'	38.41'	N44°44'29"W	34.74'	C29	21°23'23"	55.00'	20.53'	N39°05'36"E	20.41'						
C15	6°19'35"	630.00'	69.56'	N3°53'26"W	69.53'	C30	50°45'05"	55.00'	48.72'	N3°01'22"E	47.14'						

**VICINITY MAP**



WEST DES MOINES, IOWA

**PLAT DESCRIPTION**

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 859.37 FEET; THENCE NORTH 07°03'14" WEST, 60.00 FEET; THENCE NORTH 05°45'11" WEST, 215.16 FEET; THENCE NORTH 84°14'49" EAST, 22.80 FEET; THENCE NORTH 05°45'11" WEST, 130.00 FEET; THENCE NORTH 84°14'49" EAST, 39.22 FEET; THENCE NORTH 00°51'59" WEST, 222.20 FEET TO THE SOUTHERLY LINE OF DELLA VITA PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 82°51'12" EAST ALONG SAID SOUTHERLY LINE, 211.09 FEET; THENCE SOUTH 88°40'02" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 49.26 FEET AND WHOSE CHORD BEARS NORTH 00°54'25" WEST, 49.25 FEET; THENCE NORTH 86°51'11" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 148.05 FEET; THENCE NORTH 00°28'16" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 22.99 FEET; THENCE SOUTH 89°31'44" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 205.00 FEET; THENCE NORTH 00°28'16" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 27.57 FEET; THENCE SOUTH 89°31'44" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 220.00 FEET TO THE SOUTHEAST CORNER OF SAID DELLA VITA PLAT 1, ALSO BEING THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'16" WEST ALONG SAID EASTERLY LINE, 655.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.91 ACRES (562,181 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD INCLUDING ROADWAY EASEMENT ALONG THE EASTERLY SIDE THEREOF; SAID EASEMENT CONTAINS 0.50 ACRES (21,691 SQUARE FEET).

**NOTES**

- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- THE ERROR OF CLOSURE IS WITHIN THE ALLOWABLE LIMITS (1:10,000 FOR BOUNDARY, 1:5,000 FOR INDIVIDUAL LOTS).
- ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.
- REFER TO ELEVATION EXHIBIT FOR ELEVATION INFORMATION INCLUDING MINIMUM PROTECTED OPENING ELEVATION (MPO).
- ALL OUTLOTS ARE UNBUILDABLE.
- ALL EASEMENTS ARE PROPOSED AND PUBLIC UNLESS OTHERWISE NOTED.
- NO DRIVEWAY ACCESS PERMITTED DIRECTLY TO EP TRUE PARKWAY OR 88TH STREET.

FILE: H:\2020\1909484\DWG\PLAT\_3\1909484-FINAL\_PLAT.DWG  
 DATE: 7/27/21  
 PLOTTED BY: EASY PLOTTING  
 COMMENT: DATE PLOTTED: 7/27/2021 4:28 PM



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 SHEETS 1 AND 2

DATE: 7/27/21, 8/4/21, 5/20/21

REVISIONS: THIRD SUBMITTAL, SECOND SUBMITTAL, FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: MICHAEL A. BROONER REVIEW: \_\_\_\_\_

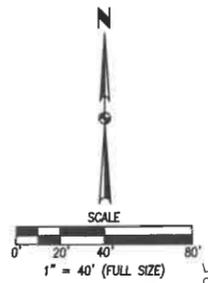
TECH: \_\_\_\_\_

**DELLA VITA PLAT 3**  
**FINAL PLAT**

CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA

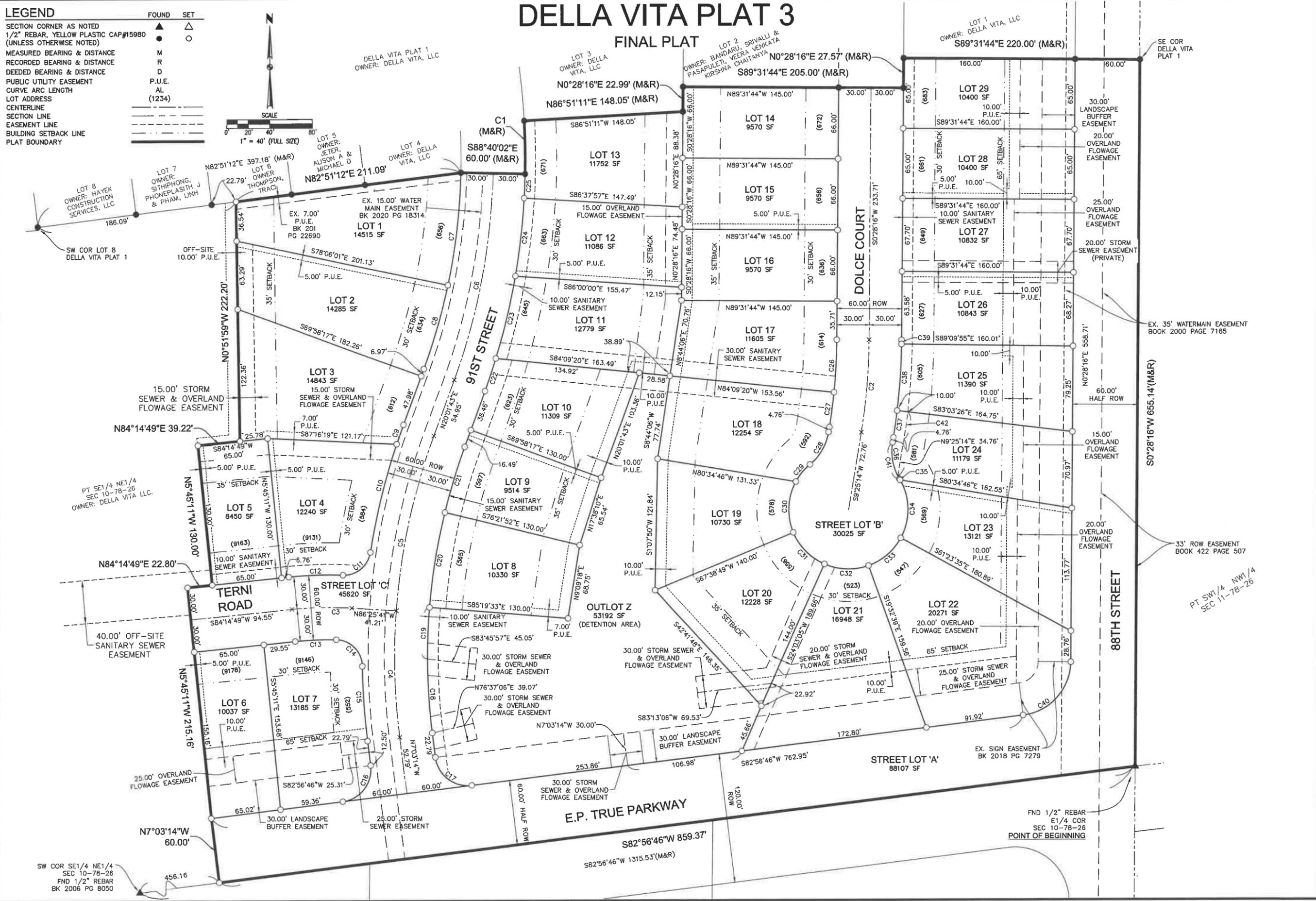
1 / 2  
 1909.484

LEGEND		FOUND	SET
SECTION CORNER AS NOTED	1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	▲	△
MEASURED BEARING & DISTANCE		M	
RECORDED BEARING & DISTANCE		R	
DEEDED BEARING & DISTANCE		D	
PUBLIC UTILITY EASEMENT		P.U.E.	
CURVE ARC LENGTH		AL	(1234)
LOT ADDRESS			
CENTERLINE			
SECTION LINE			
EASEMENT LINE			
BUILDING SETBACK LINE			
PLAT BOUNDARY			



# DELLA VITA PLAT 3

## FINAL PLAT



DATE	REVISIONS
7/27/21	
8/4/21	
8/20/21	

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410



CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA

# DELLA VITA PLAT 3

## FINAL PLAT

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION #**

## **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVMENTS AND ACCEPTING SURETY AND APPROVING AND RELEASING THE DELLA VITA PLAT 3 FINAL PLAT FOR THE PURPOSE OF CREATING 29 LOTS FOR SINGLE-FAMILY DEVELOPMENT, 1 OUTLOT AND 3 STREET LOTS**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, Della Vita, LLC, request approval of a Final Plat for the approximately 13-acre property generally located at the northwest corner of 88<sup>th</sup> Street and EP True Parkway and legally described in attached Exhibit 'B'. The applicant proposes to subdivide the property into 29 lots for Single-Family development, 1 outlot for storm water detention, and 3 street lots for dedication to the City; and

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

**WHEREAS**, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on February 13, 2017; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on February 21, 2017; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, the City Council is accepting public improvements associated with the construction of 91st Street, Terni Road, Dolce Court, public sanitary sewer, and public storm sewer within the plat boundaries; and

**WHEREAS**, the City Council is accepting surety in lieu of constructing public improvements associated with the construction of EP True Parkway from 88<sup>th</sup> Street to Napoli Avenue and public storm sewer including all appurtenances associated with said improvements; and

**WHEREAS**, the necessary easements have been established for public utility easements (PUE), storm sewer and overland flowage, sanitary sewer, overland flowage, and landscape buffer; and

**WHEREAS**, the City Council is accepting surety for the construction of sidewalks within the plat; and

**WHEREAS**, the applicant has supplied a warranty deed to the City of West Des Moines for Street Lots A, B, and C to be dedicated as public street right-of-way; and

**WHEREAS**, the City Council is accepting surety for landscape buffers required as a part of this plat; and

**WHEREAS**, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

**WHEREAS**, the City Council approves of the following address assignments;

- Lot 1 = 656 91<sup>st</sup> Street
- Lot 2 = 634 91<sup>st</sup> Street
- Lot 3 = 612 91<sup>st</sup> Street
- Lot 4 = 584 91<sup>st</sup> Street or 9131 Terni Road
- Lot 5 = 9163 Terni Road
- Lot 6 = 9178 Terni Road
- Lot 7 = 9146 Terni Road or 552 91<sup>st</sup> Street
- Lot 8 = 565 91<sup>st</sup> Street
- Lot 9 = 597 91<sup>st</sup> Street
- Lot 10 = 623 91<sup>st</sup> Street
- Lot 11 = 645 91<sup>st</sup> Street
- Lot 12 = 663 91<sup>st</sup> Street
- Lot 13 = 671 91<sup>st</sup> Street
- Lot 14 = 672 Dolce Court
- Lot 15 = 658 Dolce Court
- Lot 16 = 636 Dolce Court
- Lot 17 = 614 Dolce Court
- Lot 18 = 592 Dolce Court
- Lot 19 = 578 Dolce Court
- Lot 20 = 556 Dolce Court
- Lot 21 = 523 Dolce Court
- Lot 22 = 547 Dolce Court
- Lot 23 = 569 Dolce Court
- Lot 24 = 581 Dolce Court
- Lot 25 = 605 Dolce Court
- Lot 26 = 627 Dolce Court
- Lot 27 = 649 Dolce Court
- Lot 28 = 661 Dolce Court
- Lot 29 = 683 Dolce Court

**WHEREAS**, property subject of this action is zoned Single Family Residential (R-1) and meets all requirements of the Della Vita Planned Unit Development and the City's Zoning Code.

**NOW, THEREFORE**, the City Council does approve the Della Vita Plat 3 Final Plat (FP-005180-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City. This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on September 7, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. No conditions of approval

**Exhibit B: Legal Description**

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 859.37 FEET; THENCE NORTH 07°03'14" WEST, 60.00 FEET; THENCE NORTH 05°45'11" WEST, 215.16 FEET; THENCE NORTH 84°14'49" EAST, 22.80 FEET; THENCE NORTH 05°45'11" WEST, 130.00 FEET; THENCE NORTH 84°14'49" EAST, 39.22 FEET; THENCE NORTH 00°51'59" WEST, 222.20 FEET TO THE SOUTHERLY LINE OF DELLA VITA PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 82°51'12" EAST ALONG SAID SOUTHERLY LINE, 211.09 FEET; THENCE SOUTH 88°40'02" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 49.26 FEET AND WHOSE CHORD BEARS NORTH 00°54'25" WEST, 49.25 FEET; THENCE NORTH 86°51'11" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 148.05 FEET; THENCE NORTH 00°28'16" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 22.99 FEET; THENCE SOUTH 89°31'44" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 205.00 FEET; THENCE NORTH 00°28'16" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 27.57 FEET; THENCE SOUTH 89°31'44" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 220.00 FEET TO THE SOUTHEAST CORNER OF SAID DELLA VITA PLAT 1, ALSO BEING THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'16" WEST ALONG SAID EASTERLY LINE, 655.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.91 ACRES (562,181 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD INCLUDING ROADWAY EASEMENT ALONG THE EASTERLY SIDE THEREOF; SAID EASEMENT CONTAINS 0.50 ACRES (21,691 SQUARE FEET).

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM** Della Vita Plat 4, Northwest corner of 88<sup>th</sup> Street and EP True Parkway – Approve Final Plat to create 32 lots for Single-Family development and 3 street lots – Della Vita, LLC – FP-005181-2021

**RESOLUTION:** **Acceptance of Public Improvements and Acceptance of Surety and Approval and Release of Final Plat**

**Background:** Emily Harding with Civil Design Advantage, on behalf of the applicant and property owner, Della Vita, LLC, request approval of a Final Plat for the approximately 11.4-acre property generally located at the northwest corner of 88<sup>th</sup> Street and EP True Parkway. The applicant proposes to subdivide the property into 32 lots for Single-Family development and 3 street lots for dedication to the City.

**Staff Review & Comment:**

- **Financial Impact:** No City funds were used for this development; however, the City did acquire the property at the southwest corner of 88<sup>th</sup> St and EP True Parkway to allow the alignment of EP True Parkway on the west side of 88<sup>th</sup> Street to align with EP True Parkway already constructed on the east side of 88<sup>th</sup> Street.
- **History:** The associated Preliminary Plat was approved by the Plan and Zoning Commission on February 13, 2017 and the City Council on February 21, 2017. The City's typical practice has been that if at least one Final Plat for ground that was contained within the area included on the associated Preliminary Plat, then the Preliminary Plat is vested. Della Vita Final Plat 1 was approved in November 2017 and Della Vita Final Plat 2 was approved in September 2020, thus vesting the Preliminary Plat. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- **EP True Parkway:** EP True Parkway will be extended west from its existing terminus at 88<sup>th</sup> Street to Napoli Avenue that goes north into the Della Vita site. This portion of the street will be constructed by the applicant and the applicant has provided surety to the City for this construction.
- **Parkland Dedication:** A Parkland Dedication Agreement was previously provided with Della Vita Plat 1. To provide for their parkland dedication requirements, the developer has chosen to construct improvements to recreational facilities that serve this development. More specifically, the improvements include paving of a section of trail along EP True Parkway adjacent to this development and a future improvement to Whisper Point Park which is located approximately a quarter of a mile to the south. Once the final number of lots/dwellings within the entire Della Vita site is known, if necessary, in conjunction with the last final plat associated with the development the Parkland Dedication Agreement will be updated.
- **Traffic Analysis Findings:** Traffic Impact Studies are not conducted for Final Plats but instead are completed at the time of the associated Preliminary Plat. Recommendations of the traffic study completed at the time of Preliminary Plat have been included with the design of streets within this final plat.

**Outstanding Issues:** There are no outstanding issues.

Staff would note that as part of this approval, the Council is approving and accepting the following:

- Public improvements associated with the construction of Napoli Avenue, Bella Street, Terni Road, public sanitary sewer and public storm sewer within the plat boundaries;
- Surety in lieu of public improvements associated with the construction of EP True Parkway from 88<sup>th</sup> Street to Napoli Avenue and public storm sewer including all appurtenances associated with said improvements;
- Surety for the installation of public sidewalks within the plat;
- Surety for the installation of landscape buffers required of the development;
- A deed for Lots A, B, and C to be dedicated as public street right-of-way;
- Legal documents to establish public easements for public utility easements (PUE), sanitary sewer, overland flowage, storm sewer, landscape buffer, storm sewer and overland flowage, off-site public utility easement, and off-site storm sewer & overland flowage; and
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements.

**Lead Staff Member:** Brian Portz

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance 

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	6/7/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



**INDEX LEGEND**

LOCATION: SEC 10-78-28, PT. SE1/4 NE1/4  
 SEC 10-78-28, PT. SW1/4 NE1/4  
 WEST DES MOINES, DALLAS COUNTY, IOWA

REQUESTOR: DELLA VITA, LLC

PROPRIETOR: DELLA VITA, LLC  
 6900 WESTOWN PARKWAY  
 WEST DES MOINES, IA 50266

SURVEYOR: MICHAEL A. BROONER

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

RETURN TO: CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PH: 515-369-4400

# DELLA VITA PLAT 4

## FINAL PLAT

PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY – APPROVED PLANS ON FILE WITH THE CITY

**OWNER / DEVELOPER**

DELLA VITA, LLC  
 CONTACT: STEVE MOSELEY  
 6900 WESTOWN PARKWAY  
 WEST DES MOINES, IA 50266  
 PH. (515) 283-5190

**ENGINEER / SURVEYOR**

CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111

**ZONING**

SINGLE FAMILY RESIDENTIAL (R-1)

**BULK REGULATIONS**

ZONING: DELLA VITA PUB WITH AN UNDERLYING ZONING OF SINGLE FAMILY RESIDENTIAL (R-1)

**SETBACKS:**

FRONT: 30'  
 REAR (LOTS 1-6 AND 12-32): 35'  
 REAR (LOTS 7-11): 65'  
 SIDE: 7' MIN/14' TOTAL

**COMPREHENSIVE LAND USE**

SF – SINGLE FAMILY RESIDENTIAL

**DATE OF SURVEY**

APRIL 24, 2020

**PLAT DESCRIPTION**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DELLA VITA PLAT 3, AN OFFICIAL PLAT; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 456.15 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 82°47'26" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 346.04 FEET; THENCE NORTH 02°52'54" EAST, 82.63 FEET; THENCE NORTH 00°33'07" EAST, 355.87 FEET; THENCE NORTH 06°57'46" EAST, 86.33 FEET; THENCE NORTH 12°31'37" EAST, 86.31 FEET; THENCE NORTH 18°17'20" EAST ALONG THE EASTERLY LINE OF DELLA VITA PLAT 2, AN OFFICIAL PLAT AND THE SOUTHERLY EXTENSION THEREOF, 153.80 FEET TO THE SOUTHWEST CORNER OF LOT 13, DELLA VITA PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 71°42'40" EAST ALONG THE SOUTHERLY LINE OF SAID DELLA VITA PLAT 1, A DISTANCE OF 130.00 FEET; THENCE SOUTH 18°17'20" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 47.95 FEET; THENCE SOUTH 71°42'40" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 205.00 FEET; THENCE NORTH 18°17'20" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 81.41 FEET; THENCE NORTH 82°51'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 155.75 FEET; THENCE NORTH 85°32'24" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 380.00 FEET, WHOSE ARC LENGTH IS 2.82 FEET AND WHOSE CHORD BEARS NORTH 04°40'20" WEST, 2.82 FEET; THENCE NORTH 82°51'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 186.09 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID DELLA VITA PLAT 3; THENCE SOUTH 00°51'59" EAST ALONG THE WESTERLY LINE OF SAID DELLA VITA PLAT 3, A DISTANCE OF 222.20 FEET; THENCE SOUTH 84°14'49" WEST CONTINUING ALONG SAID WESTERLY LINE, 39.22 FEET; THENCE SOUTH 05°45'11" EAST CONTINUING ALONG SAID WESTERLY LINE, 130.00 FEET; THENCE SOUTH 84°14'49" WEST CONTINUING ALONG SAID WESTERLY LINE, 22.80 FEET; THENCE SOUTH 05°45'11" EAST CONTINUING ALONG SAID WESTERLY LINE, 215.16 FEET; THENCE SOUTH 07°03'14" EAST CONTINUING ALONG SAID WESTERLY LINE, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.43 ACRES (497,705 SQUARE FEET).

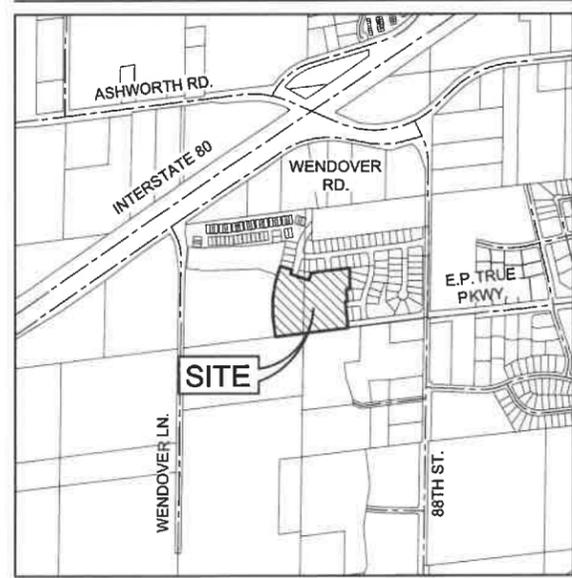
**NOTES**

- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- THE ERROR OF CLOSURE IS WITHIN THE ALLOWABLE LIMITS (1:10,000 FOR BOUNDARY, 1:5,000 FOR INDIVIDUAL LOTS).
- ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.
- REFER TO ELEVATION EXHIBIT FOR ELEVATION INFORMATION INCLUDING MINIMUM PROTECTED OPENING ELEVATION (MPO).
- ALL OUTLOTS ARE UNBUILDABLE.
- ALL EASEMENTS ARE PROPOSED AND PUBLIC UNLESS OTHERWISE NOTED.
- NO DRIVEWAY ACCESS PERMITTED DIRECTLY TO EP TRUE PARKWAY.

**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	17°44'13"	600.00'	185.74'	N9°25'13"E	185.00'	C16	2°20'45"	50.00'	2.05'	N88°14'11"E	2.05'	C31	59°46'23"	30.00'	31.30'	S29°20'05"E	29.90'
C2	1°57'20"	550.00'	18.77'	N0°25'33"W	18.77'	C17	35°59'05"	50.00'	31.40'	N69°04'16"E	30.89'	C32	0°21'37"	1380.00'	8.68'	S82°58'14"W	8.68'
C3	7°30'00"	350.00'	45.81'	S87°59'49"W	45.78'	C18	36°36'23"	55.00'	35.14'	N69°22'56"E	34.55'	C33	2°51'42"	1380.00'	68.93'	N84°34'54"E	68.92'
C4	23°24'00"	350.00'	142.94'	S13°26'49"W	141.95'	C19	47°00'01"	55.00'	45.12'	S68°48'52"E	43.86'	C34	2°40'33"	1380.00'	64.45'	N87°21'02"E	64.45'
C5	29°36'25"	350.00'	180.86'	S10°20'37"W	178.85'	C20	50°18'16"	55.00'	48.29'	S20°09'43"E	46.75'	C35	46°55'25"	30.00'	24.57'	N65°13'36"E	23.89'
C6	9°12'15"	380.00'	61.04'	N0°08'31"E	60.98'	C21	39°04'00"	55.00'	37.50'	S24°31'25"W	36.78'	C36	88°08'12"	30.00'	46.15'	S44°37'13"W	41.73'
C7	10°46'07"	380.00'	71.42'	N10°07'42"E	71.31'	C22	36°18'57"	50.00'	31.69'	S25°53'56"W	31.16'	C37	4°11'36"	1380.00'	101.00'	N89°12'54"W	100.98'
C8	9°38'04"	380.00'	63.90'	N20°19'47"E	63.82'	C23	9°47'20"	380.00'	64.92'	S12°38'08"W	64.84'	C38	2°38'23"	635.00'	29.26'	S1°52'18"W	29.25'
C9	17°42'17"	320.00'	98.88'	N16°17'41"E	98.49'	C24	7°37'01"	380.00'	50.52'	S21°20'19"W	50.48'	C39	6°27'55"	635.00'	71.65'	S6°25'28"W	71.62'
C10	17°42'17"	310.00'	95.79'	S16°17'41"W	95.41'	C25	9°45'06"	320.00'	54.46'	S20°16'16"W	54.40'	C40	6°27'55"	635.00'	71.65'	S12°53'23"W	71.62'
C11	10°19'12"	320.00'	57.64'	S12°36'08"W	57.56'	C26	19°51'20"	320.00'	110.89'	S5°28'04"W	110.34'	C41	2°09'59"	635.00'	24.01'	S17°12'20"W	24.01'
C12	96°46'37"	25.00'	42.23'	N40°56'46"W	37.38'	C27	7°06'20"	565.00'	70.07'	N14°44'10"E	70.02'						
C13	45°46'33"	15.00'	11.98'	S15°26'44"E	11.67'	C28	7°59'15"	565.00'	78.76'	N7°11'23"E	78.70'						
C14	6°25'06"	320.00'	35.85'	S87°27'22"W	35.83'	C29	2°38'39"	565.00'	26.07'	N1°52'26"E	26.07'						
C15	5°09'44"	380.00'	34.24'	N86°49'42"E	34.23'	C30	97°24'04"	30.00'	51.00'	N48°08'55"W	45.08'						

**VICINITY MAP**



WEST DES MOINES, IOWA

FILE: H:\2020\2020\45\IOWA\2020\45-FINAL PLAT\ZONING  
 FILE DATE: 7/27/21  
 PLOTTED BY: DAVID HARRISON  
 COMMENT: DME  
 DATE PLOTTED: 7/27/2021 4:24 PM



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. \_\_\_\_\_ DATE \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 SHEETS 1 AND 2

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410

CIVIL DESIGN ADVANTAGE  
 ENGINEER: \_\_\_\_\_ TECH: \_\_\_\_\_ REVIEW: \_\_\_\_\_

REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIRD SUBMITTAL: 7/27/21  
 SECOND SUBMITTAL: 6/15/21  
 FIRST SUBMITTAL: 5/20/21

**DELLA VITA PLAT 4**  
**FINAL PLAT**

WEST DES MOINES, IOWA

1 / 2  
 2010.545

# DELLA VITA PLAT 4

## FINAL PLAT

$\Delta=0^{\circ}25'28''$  L=2.82'  
 $R=380.00'$  CH=2.82'  
 CHB=N4°40'20"W (M&R)

DATE	REVISIONS
7/27/21	
6/15/21	
5/20/21	

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410



CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA

**DELLA VITA PLAT 4**  
**FINAL PLAT**

2 / 2  
 2010 545



### LEGEND

FOUND	SET
●	△
▲	○
M	M
R	R
D	D
P.U.E.	P.U.E.
AL	AL
(1234)	(1234)
---	---
---	---
---	---
---	---
---	---

SECTION CORNER AS NOTED  
 1/2" REBAR, YELLOW PLASTIC CAP #15980  
 (UNLESS OTHERWISE NOTED)  
 MEASURED BEARING & DISTANCE  
 RECORDED BEARING & DISTANCE  
 DEEDED BEARING & DISTANCE  
 PUBLIC UTILITY EASEMENT  
 CURVE ARC LENGTH  
 LOT ADDRESS  
 CENTERLINE  
 SECTION LINE  
 EASEMENT LINE  
 BUILDING SETBACK LINE  
 PLAT BOUNDARY



COMMENT: DCA  
 FILE: H:\2020\2020040\2020040-PLAT\_FINAL\_PLAT.DWG  
 PLOTTED BY: GARY HARRISON  
 DATE PLOTTED: 7/27/2021 4:24 PM  
 TECH:

OWNER: DELLA VITA LLC.

REVIEW:

TECH:

ENGINEER:

REVIEW:

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION #**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING SURETY AND ACCEPTING PUBLIC IMPROVEMENTS, AND APPROVING AND RELEASING THE DELLA VITA PLAT 4 FINAL PLAT FOR THE PURPOSE OF CREATING 32 LOTS FOR SINGLE-FAMILY DEVELOPMENT AND 3 STREET LOTS**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, Della Vita, LLC, request approval of a Final Plat for the approximately 11.4-acre property generally located at the northwest corner of 88<sup>th</sup> Street and EP True Parkway and legally described in attached Exhibit 'B'. The applicant proposes to subdivide the property into 32 lots for Single-Family development, and 3 street lots for dedication to the City; and

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

**WHEREAS**, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on February 13, 2017; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on February 21, 2017; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, the City Council is accepting public improvements associated with the construction of Napoli Avenue, Bella Street, Terni Road, public sanitary sewer, and public storm sewer within the plat boundaries; and

**WHEREAS**, the City Council is accepting surety in lieu of constructing public improvements associated with the construction of EP True Parkway from 88<sup>th</sup> Street to Napoli Avenue and public storm sewer including all appurtenances associated with said improvements; and

**WHEREAS**, the necessary easements have been established for public utility easements (PUE), sanitary sewer, overland flowage, storm sewer, landscape buffer, storm sewer and overland flowage, off-site public utility easement, and off-site storm sewer & overland flowage; and

**WHEREAS**, the City Council is accepting surety for the construction of sidewalks within the plat; and

**WHEREAS**, the applicant has supplied Warranty deed to the City of West Des Moines for Street Lots A, B, and C to be dedicated as public street right-of-way; and

**WHEREAS**, the City Council is accepting surety for landscape buffers required as a part of this plat; and

**WHEREAS**, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

**WHEREAS**, the City Council approves of the following address assignments;

- Lot 1 = 655 Bella Street
- Lot 2 = 647 Bella Street
- Lot 3 = 631 Bella Street
- Lot 4 = 583 Bella Street or 9259 Terni Road
- Lot 5 = 9237 Terni Road
- Lot 6 = 9215 Terni Road
- Lot 7 = 9220 Terni Road
- Lot 8 = 9242 Terni Road
- Lot 9 = 9264 Terni Road
- Lot 10 = 9276 Terni Road
- Lot 11 = 9288 Terni Road
- Lot 12 = 542 Bella Street
- Lot 13 = 564 Bella Street
- Lot 14 = 598 Bella Street
- Lot 15 = 626 Bella Street
- Lot 16 = 640 Bella Street
- Lot 17 = 652 Bella Street
- Lot 18 = 629 Napoli Avenue
- Lot 19 = 615 Napoli Avenue
- Lot 20 = 591 Napoli Avenue
- Lot 21 = 567 Napoli Avenue
- Lot 22 = 551 Napoli Avenue
- Lot 23 = 535 Napoli Avenue
- Lot 24 = 519 Napoli Avenue
- Lot 25 = 524 Napoli Avenue
- Lot 26 = 540 Napoli Avenue
- Lot 27 = 556 Napoli Avenue
- Lot 28 = 572 Napoli Avenue
- Lot 29 = 588 Napoli Avenue
- Lot 30 = 610 Napoli Avenue
- Lot 31 = 622 Napoli Avenue
- Lot 32 = 634 Napoli Avenue

**WHEREAS**, property subject of this action is zoned Single Family Residential (R-1) and meets all requirements of the Della Vita Planned Unit Development and the City's Zoning Code.

**NOW, THEREFORE**, the City Council does approve the Della Vita Plat 4 Final Plat (FP-005181-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City. This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. No conditions of approval.

## **Exhibit B: Legal Description**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DELLA VITA PLAT 3, AN OFFICIAL PLAT; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 456.15 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 82°47'26" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 346.04 FEET; THENCE NORTH 02°52'54" EAST, 82.63 FEET; THENCE NORTH 00°33'07" EAST, 355.67 FEET; THENCE NORTH 06°57'46" EAST, 86.33 FEET; THENCE NORTH 12°31'37" EAST, 86.31 FEET; THENCE NORTH 18°17'20" EAST ALONG THE EASTERLY LINE OF DELLA VITA PLAT 2, AN OFFICIAL PLAT AND THE SOUTHERLY EXTENSION THEREOF, 153.80 FEET TO THE SOUTHWEST CORNER OF LOT 13, DELLA VITA PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 71°42'40" EAST ALONG THE SOUTHERLY LINE OF SAID DELLA VITA PLAT 1, A DISTANCE OF 130.00 FEET; THENCE SOUTH 18°17'20" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 47.95 FEET; THENCE SOUTH 71°42'40" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 205.00 FEET; THENCE NORTH 18°17'20" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 81.41 FEET; THENCE NORTH 82°51'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 155.75 FEET; THENCE NORTH 85°32'24" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 380.00 FEET, WHOSE ARC LENGTH IS 2.82 FEET AND WHOSE CHORD BEARS NORTH 04°40'20" WEST, 2.82 FEET; THENCE NORTH 82°51'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 186.09 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID DELLA VITA PLAT 3; THENCE SOUTH 00°51'59" EAST ALONG THE WESTERLY LINE OF SAID DELLA VITA PLAT 3, A DISTANCE OF 222.20 FEET; THENCE SOUTH 84°14'49" WEST CONTINUING ALONG SAID WESTERLY LINE, 39.22 FEET; THENCE SOUTH 05°45'11" EAST CONTINUING ALONG SAID WESTERLY LINE, 130.00 FEET; THENCE SOUTH 84°14'49" WEST CONTINUING ALONG SAID WESTERLY LINE, 22.80 FEET; THENCE SOUTH 05°45'11" EAST CONTINUING ALONG SAID WESTERLY LINE, 215.16 FEET; THENCE SOUTH 07°03'14" EAST CONTINUING ALONG SAID WESTERLY LINE, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.43 ACRES (497,705 SQUARE FEET).

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Ginger East Plat 1, East of Veterans Parkway at SE Maffitt Lake Road – Approve Final Plat to create 2 lots for Industrial development, 1 outlot and 1 street lot – Microsoft Corporation – FP-005225-2021

**RESOLUTION: Approval and Release of Final Plat**

**Background:** Katherine Kennedy with Burns & McDonnell, on behalf of the applicant and property owner, Microsoft Corporation, requests approval of a Final Plat for the approximately 148.86-acre property generally located east of Veterans Parkway at SE Maffitt Lake Road. The applicant proposes to subdivide the property into 2 lots for development of a data center, 1 outlot for storm water detention, and 1 street lot for dedication to the City.

**Staff Review & Comment:**

- **Financial Impact:** As part of the development agreement for this site, the proposed public use improvements that the City will be undertaking will be paving and reconstruction of SE County Line Road from SE Soteria Avenue to Veterans Parkway with a pedestrian underpass on the Great Western Trail. As part of this street project, a water main will be extended the full length of the street. There will also be a water main connection from SE County Line Road up SE Soteria to former SE Maffitt Lake Road. The applicant will be removing existing SE Maffitt Lake Road between Veterans Pkwy and SE Soteria Ave. The right of way for removed SE Maffitt Lake Road has been vacated and obtained by the applicant.
- **History:** The associated Preliminary Plat was approved by the Plan and Zoning Commission on June 14, 2021 and the City Council on June 21, 2021. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- **SE Maffitt Lake Road:** The portion of SE Maffitt Lake Road that traverses through this site has been vacated by the City and then was deeded to the original owner that dedicated the right of way to the City. The right of way was then transferred to Microsoft Corporation. Microsoft intends to use the west end of SE Maffitt Lake Road as its primary access. The remaining portion of SE Maffitt Lake Road to SE Soteria Avenue will be barricaded by Microsoft and therefore closed to public use.
- **Traffic Analysis Findings:** Traffic Impact Studies are not conducted for Final Plats but instead are completed at the time of the associated Preliminary Plat. Per that study, the proposed development of the site as a data center is expected to generate less traffic than what was analyzed in previous traffic modeling for the area. The study gives more details on the recommended geometry and traffic control for the surrounding streets. SE Maffitt Lake Road from Veterans Parkway to SE Soteria Avenue is expected to be removed as part of this development. For as long as SE Maffitt Lake Road remains open to public travel (whether the street is publicly or privately owned), it must continue to have all proper traffic control as specified in the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. A new driveway onto SE Soteria Avenue may be allowed once the west leg of the SE Soteria Avenue & SE Maffitt Lake Road intersection

is closed to traffic. The study gave recommendations that will maintain and enhance circulation for the internal streets. Those recommendations have been given to the applicant and incorporated into the site plan for the site.

- **Conditions of Approval:**
  - **Site Plan Review:** The site plan for the first data center building on this site is scheduled to be considered by the Plan & Zoning Commission on September 13, 2021 and by the City Council on September 20, 2021. Staff recommends a condition of approval that the applicant acknowledge that a building permit can't be issued for the first building until the associated site plan is approved by the City Council.
  - **SE Maffitt Lake Road Closure:** Microsoft intends to use the west end of SE Maffitt Lake Road as its primary access. The remaining portion of SE Maffitt Lake Road to SE Soteria Avenue will be barricaded by Microsoft and therefore closed to public use. The closing of this street will be coordinated with Engineering Services and the City Fire Marshal. Staff recommends a condition of approval requiring this coordination.
- **Plat Validity:** Per City Code, the Final Plat must be presented to the City Council for approval within 12 months of the approval of the associated Preliminary Plat if surety is being posted for Public Improvements; or, within 18 months if Public Improvements are being constructed prior to Final Plat consideration. This Final Plat complies with the timelines stated in City Code.

**Outstanding Issues:** There are no outstanding issues.

Staff would note that as part of this approval, the Council is approving and accepting the following:

- A deed for Lot A to be dedicated as public street right-of-way.
- Legal documents to establish public easements for Storm Sewer.
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. The applicant acknowledging and agreeing that a building permit may not be issued on the data center site until the associated site plan is approved by the City Council.
2. The applicant acknowledging and agreeing that all barricading of SE Maffitt Lake Road and required access (2 points) to the site must be coordinated with the Fire Marshal and Engineering Services prior to closure.

**Lead Staff Member: Brian Portz**

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input type="checkbox"/> Agenda Acceptance

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	8/16/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

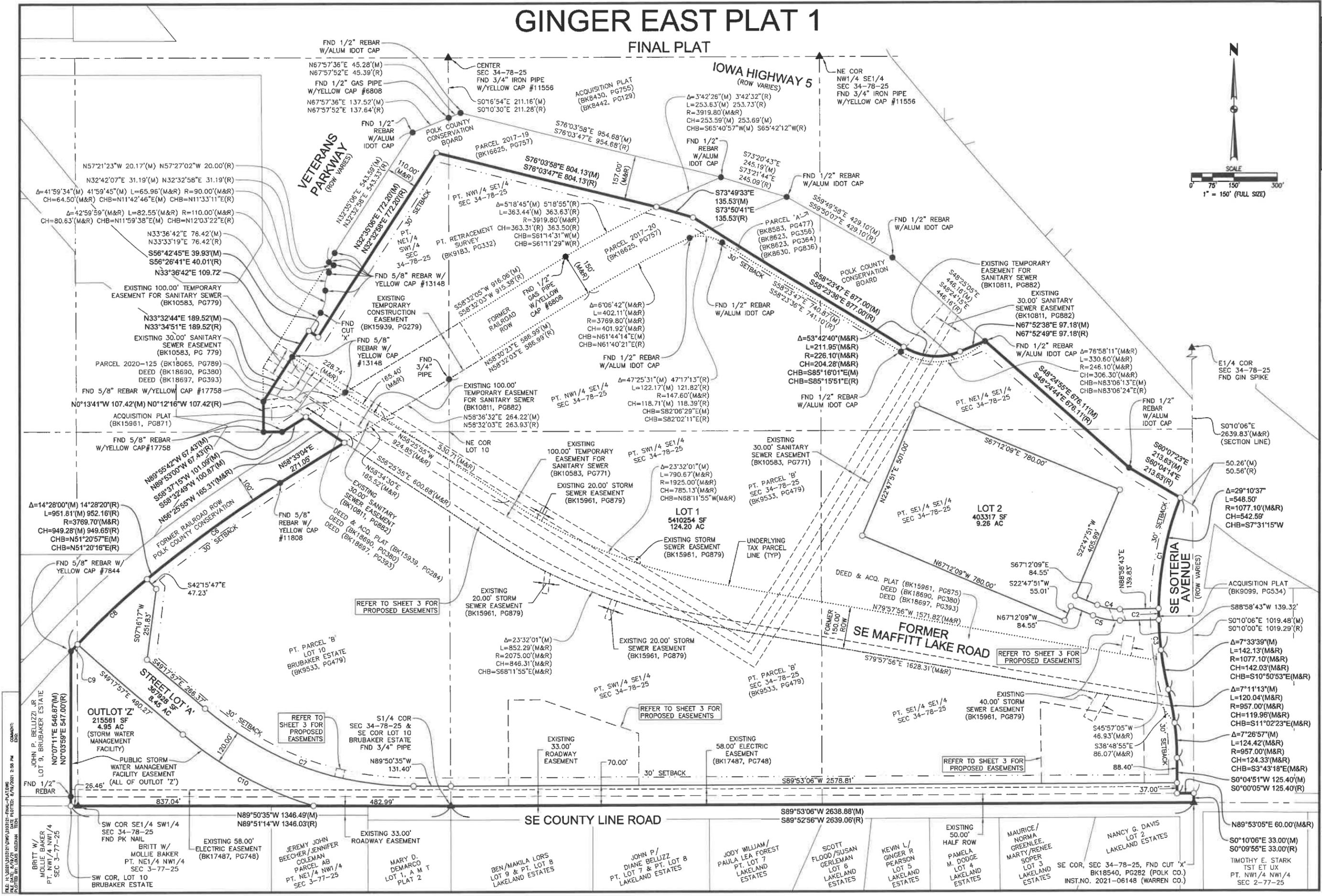
# Location Map





# GINGER EAST PLAT 1

FINAL PLAT



DATE	REVISIONS
06/19/21	REVISED
06/19/21	SECOND SUBMITTAL
06/25/21	FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410



CIVIL DESIGN ADVANTAGE  
WEST DES MOINES, IOWA

ENGINEER: [Blank]  
TECH: [Blank]  
REVIEW: [Blank]

**GINGER EAST PLAT 1**  
**FINAL PLAT**  
2/3  
2103.121



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION #**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE GINGER EAST PLAT 1 FINAL PLAT FOR THE PURPOSE OF CREATING TWO (2) LOTS FOR INDUSTRIAL DEVELOPMENT, ONE (1) OUTLOT AND ONE (1) STREET LOT**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, Microsoft Corporation, requests approval of a Final Plat for the approximately 148.86-acre property generally located east of Veterans Parkway at SE Maffitt Lake Road and legally described in attached Exhibit 'B'. The applicant proposes to subdivide the property into two (2) lots for development of a data center, one (1) outlot for storm water detention, and one (1) street lot for dedication to the City; and

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

**WHEREAS**, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on June 14, 2021; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on June 21, 2021; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, there are no public improvements required of this Final Plat; and

**WHEREAS**, the necessary easements have been established for Storm Sewer; and

**WHEREAS**, the applicant has supplied a warranty deed to the City of West Des Moines for Street Lot A to be dedicated as public street right-of-way; and

**WHEREAS**, the applicant has supplied a deed to the City of West Des Moines for Outlot Z to be dedicated for storm water detention; and

**WHEREAS**, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

**WHEREAS**, the City Council approves of the following address assignments;

Lot 1 = 1475 SE Maffitt Lake Rd  
Lot 2 = 3455 SE Soteria Avenue

**WHEREAS**, property subject of this action is zoned Light Industrial (LI) and meets all requirements of the City's Zoning Code.

**NOW, THEREFORE**, the City Council does approve the Ginger East Plat 1 Final Plat (FP-005225-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City. This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. The applicant acknowledging and agreeing that a building permit may not be issued on the data center site until the associated site plan is approved by the City Council.
2. The applicant acknowledging and agreeing that all barricading of SE Maffitt Lake Road and required access (2 points) to the site must be coordinated with the Fire Marshal and Engineering Services prior to closure.

## Exhibit B: Legal Description

THE PROPERTY DESCRIBED IN THE WARRANTY DEED TO CITY OF WEST DES MOINES RECORDED IN BOOK 15961, PAGE 875, BEING LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND CONTAINING 10.48 ACRES (456,397 S.F.).

AND

THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED TO CITY OF WEST DES MOINES RECORDED IN BOOK 15939, PAGE 284, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND CONTAINING 0.57 ACRES (24,803 S.F.).

AND

THE PROPERTY PLATTED AS PARCEL 2020-125 (POS-004818-2020) OF THE NORTHEAST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY AND RESOLUTION RECORDED IN BOOK 18065, PAGE 789 AND CONTAINING 0.97 ACRES (42,233 S.F.).

AND

PARCEL 2017-20 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16625, PAGE 757 BEING A PART OF THE FORMER RAILROAD RIGHT-OF-WAY AS DESCRIBED IN THE WARRANTY DEED IN BOOK 6826, PAGE 857 AND BEING A PART OF PARCEL 'A' AS SHOWN ON THE ACQUISITION PLAT RECORDED IN BOOK 8630, PAGE 836 AND ALL BEING IN THE NORTH HALF OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

AND

THAT PART OF A TRACT OF LAND AS SHOWN ON THE RETRACEMENT SURVEY RECORDED IN BOOK 9183, PAGE 332 IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF PARCEL 2017-19 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16625, PAGE 757 IN THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 34 AND LYING NORTHWESTERLY OF PARCEL 2017-20 AS SHOWN ON SAID PLAT OF SURVEY RECORDED IN BOOK 16625, PAGE 757 AND LYING NORTHEASTERLY OF THE ROAD RIGHT-OF-WAY FOR SE MAFFITT LAKE ROAD AS SHOWN ON THE ACQUISITION PLAT RECORDED IN BOOK 15961, PAGE 871.

AND

PARCEL 'B' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9533, PAGE 479 BEING ALL OF LOT 10 IN BRUBAKER ESTATE, AN OFFICIAL PLAT, AND A PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

PROPERTY CONTAINS 146.86 ACRES (6,397,060 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** West Lakes Office Park Plat 15, SW corner of University Avenue and 71<sup>st</sup> Street – Approve Final Plat to create 2 lots for Commercial development – Fore Right L.C. and West Lakes Commercial, LLC – FP-005195-2021

**RESOLUTION: Approval and Release of Final Plat**

**Background:** Ed Arp with CEC, Inc., on behalf of the applicants, and property owners, Fore Right L.C. and West Lakes Commercial, LLC, request approval of a Final Plat for the approximately 2.81-acre property generally located at the SW corner of University Avenue and 71<sup>st</sup> Street. The applicant proposes to subdivide the property into 2 lots for Commercial development with one lot for immediate development of a bank and one lot intended for future commercial development.

**Staff Review & Comment:**

- **Financial Impact:** There is no City funding of this project; however, there is staff time related to the processing of the development application and inspections during construction.
- **History:** The associated Preliminary Plat was approved by the Plan and Zoning Commission on May 24, 2021, and the City Council on June 7, 2021. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- **Traffic Analysis Findings:** Traffic Impact Studies are not conducted for Final Plats but instead are completed at the time of the associated Preliminary Plat. Per that study, key findings are summarized below.
  1. The proposed development is expected to generate about the same amount of traffic as what was analyzed in previous traffic studies for the area.
  2. The study gave recommendations that will maintain and enhance circulation within the internal private streets and internal parking lot. Those recommendations have been given to the applicant.
- **Plat Validity:** Per City Code, the Final Plat must be presented to the City Council for approval within 12 months of the approval of the associated Preliminary Plat if surety is being posted for Public Improvements; or, within 18 months if Public Improvements are being constructed prior to Final Plat consideration. This Final Plat complies with the timelines stated in City Code.

**Outstanding Issues:** There are no outstanding issues.

Staff would note that as part of this approval, the Council is approving and accepting the following:

- Legal documents to establish easements for public utilities (PUE) and Ingress/Egress; and
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements.

**Lead Staff Member:** Bryce C. Johnson

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	September 7, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input type="checkbox"/> Agenda Acceptance

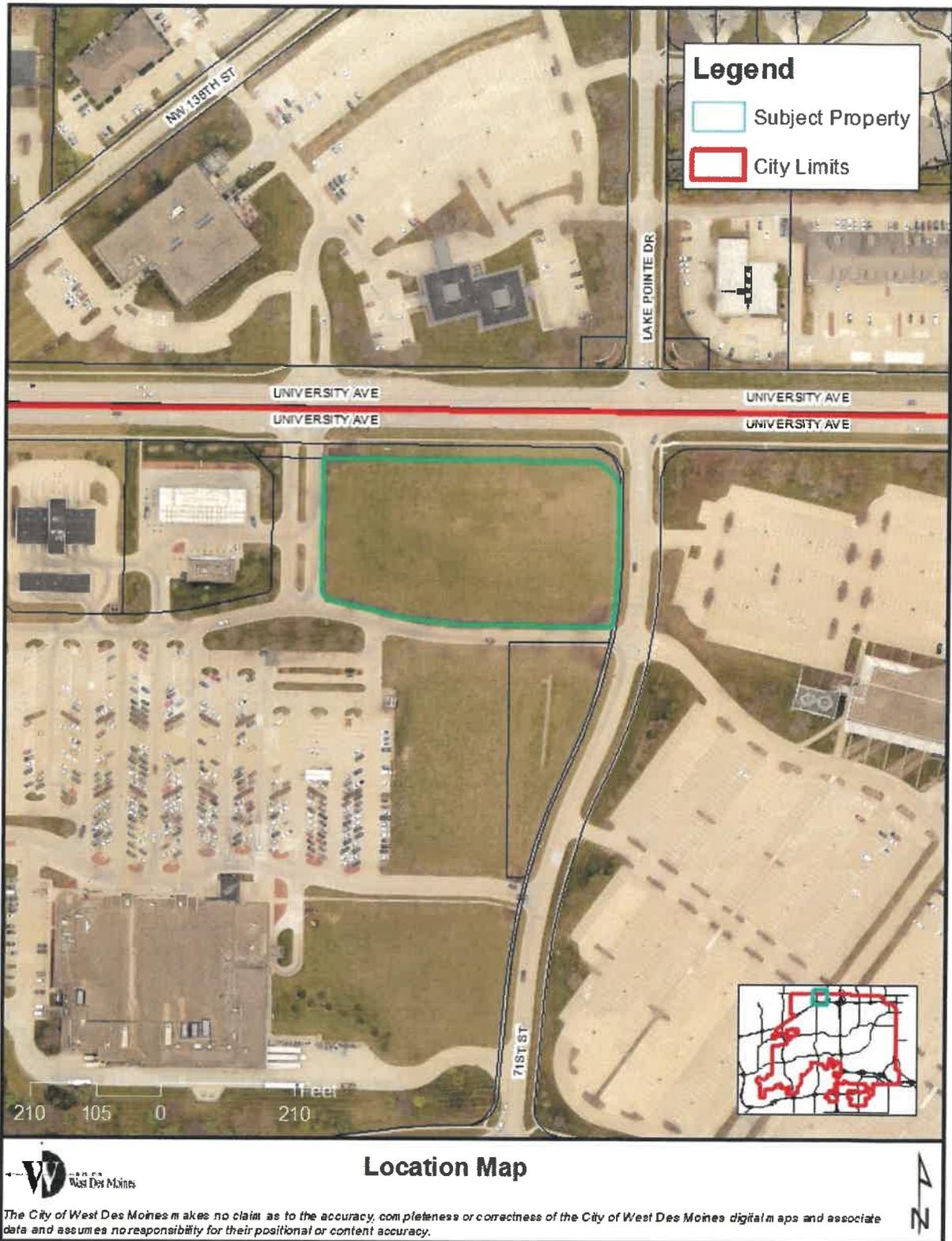
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	6/7/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



# FINAL PLAT OF WEST LAKES OFFICE PARK PLAT 15

WEST DES MOINES, IOWA

PLANS INCLUDED ARE FOR ILLUSTRATIVE  
PURPOSES ONLY - APPROVED PLANS ON FILE  
WITH THE CITY

**PROPERTY OWNERS:**

FORE RIGHT LG  
1840 NW 110TH ST., STE 100  
CLIVE, IA 50325  
ATTN: DARIN FERGUSON  
515.440.0600

WEST LAKES COMMERCIAL, LLC  
4701 NW 121ST ST.  
URBANDALE, IA 50322  
ATTN: DAVE HANSEN  
515.221.9990

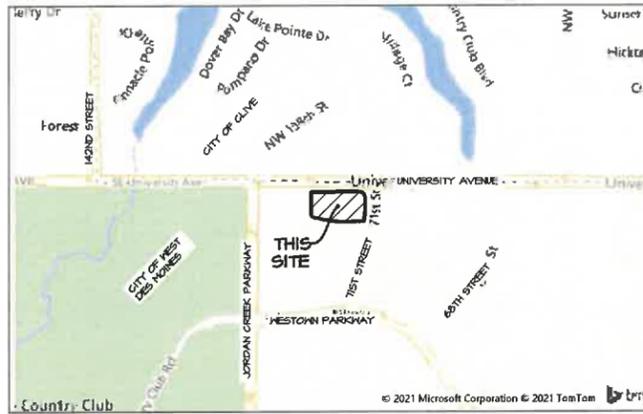
**PREPARED FOR:**

FORE RIGHT LG  
1840 NW 110TH ST., STE 100  
CLIVE, IA 50325  
ATTN: DARIN FERGUSON  
515.440.0600

WEST LAKES COMMERCIAL, LLC  
4701 NW 121ST ST.  
URBANDALE, IA 50322  
ATTN: DAVE HANSEN  
515.221.9990

**PROFESSIONAL LAND SURVEYOR:**

JEFFREY A. GADDIS, PLS #18381  
CIVIL ENGINEERING CONSULTANTS  
2400 86TH STREET, #12  
URBANDALE, IOWA 50322  
PHONE: 515-276-4884, EXT. 221  
FAX: 515-276-1084  
EMAIL: GADDIS@CECLAC.COM



Sheet Number	Sheet Title
1	COVER
2	FINAL PLAT

INDEX LEGEND	
COUNTY:	DALLAS
PARCEL ID:	160104002
CITY:	WEST DES MOINES
SUBDIVISION:	WEST LAKES OFFICE PARK PLAT 14
LOT:	2
PROPRIETOR (S):	FORE RIGHT LG, WEST LAKES COMMERCIAL, LLC
REQUESTED BY:	FORE RIGHT LG, WEST LAKES COMMERCIAL, LLC
PROFESSIONAL LAND SURVEYOR:	JEFFREY A. GADDIS, PLS 18381
COMPANY:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFREY A. GADDIS, PLS 2400 86TH STREET, SUITE 12 URBANDALE, IA 50322 PHONE: 515-276-4884
RETURN TO:	

**PURPOSE OF SURVEY:**

THIS IS A SUBDIVISION PLAT FOR THE PURPOSE OF CREATING TWO COMMERCIAL LOTS.

**BULK REGULATIONS: SUPPORT COMMERCIAL**

MINIMUM LOT AREA	60000
MINIMUM SETBACK (FT)	
FRONT YARD	100
REAR YARD	50 ***
SIDE YARD	50 ***
MINIMUM LOT WIDTH (FEET)	50
MAXIMUM HEIGHT (FEET)	36 ****
OPEN SPACE (MINIMUM PERCENTAGE)	25
*** SETBACK OF ZERO FEET (0') ALLOWED IF THE PROPERTY ADJUTS A SIMILAR DISTRICT.	
**** ADDITIONAL TWELVE FEET (12') OF HEIGHT ALLOWED FOR EACH ADDITIONAL TEN FEET (10') OF SETBACK.	

**BULK REGULATIONS: WEST LAKES PUD (PARCEL 'A')**

MINIMUM SETBACK (FT)	
FRONT BUILDING	50
FRONT PARKING	30
SIDE PARKING	30 ***
REAR PARKING	25
SIDE YARD	0
MAXIMUM HEIGHT (FEET)	RCP USE MAY EXCEED 35'
*** SETBACK SETBACK SHALL BE THIRTY FEET (30') ALONG 71ST STREET & TWENTY FEET (20') FROM THE WESTERN ACCESS DRIVE FROM UNIVERSITY AVENUE.	
MINIMUM LOT SIZE	2.0 ACRES ****
**** MINIMUM LOT AREA OF LESS THAN 2 ACRES IS PERMITTED IF CONSIDERED AND APPROVED TO BE ACCEPTABLE BY THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL.	

**ZONING**

PUD #21, WEST LAKES PUD (PARCEL A) BK. 1498, PG. 11350)  
SUPPORT COMMERCIAL (SC)  
\*\*SETBACKS AND REQUIREMENTS ARE PER THE APPROVED PUD DEVELOPMENT PLAN\*\*

**COMPREHENSIVE PLAN LAND USE**

SC: SUPPORT COMMERCIAL

**FLOOD ZONE**

THIS PARCEL LIES WITHIN FLOOD ZONE 'X' BEING IDENTIFIED ON FEMA FLOOD INSURANCE RATE MAP NO. 1183C0301F WITH EFFECTIVE DATE OF FEBRUARY 01, 2014.

\*\*\* FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE \*\*\*  
PLEASE SEE FEMA FLOOD MAP SERVICE CENTER FOR CURRENT MAPS  
WEB: WWW.FEMA.COM  
MAIL: FEMA REGION VII, 4221 WARD PARKWAY, KANSAS CITY, MO 64114  
PHONE: 1-877-336-2621  
EMAIL: FEMA@FEMA.SPECIALIST@RISKMAPCDS.COM

**LEGAL DESCRIPTION**

LOT 2, WEST LAKES PLAT 14, AN OFFICIAL PLAT, RECORDED IN BOOK 2015, PAGE 11515 AT THE DALLAS COUNTY RECORDERS OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 2.81 ACRES MORE OR LESS.

**LAND AREA**

2.81 ACRES

**BASIS OF BEARINGS**

THE NORTH LINE OF LOT 2, WEST LAKES OFFICE PARK PLAT 14 WAS MEASURED AS HAVING A BEARING OF N00°01'23"W.

**NOTES**

- THE ALLOWABLE ERROR OF CLOSURE FOR THE BOUNDARY IS 1/10,000 AND THE ALLOWABLE ERROR OF CLOSURE FOR EACH LOT IS 1/5,000.
- THE EASEMENTS SHOWN ON ADJOINING OWNERS PROPERTY ARE NOT PART OF THIS PLAT AND ARE SHOWN FOR REFERENCE ONLY. THESE EASEMENTS SHALL BE ACQUIRED THROUGH A SEPARATE RECORDED DOCUMENT.
- THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
- MONUMENTS TO BE SET WITHIN ONE YEAR THE FINAL PLATS RECORDING DATE.
- ALL EASEMENTS SHOWN ARE EXISTING EASEMENTS UNLESS LABEL AS \*\*PROPOSED\*\*.

**PLANNING NOTES**

- THIS SITE IS SUBJECT TO AN EXECUTED STREETLIGHT AGREEMENT. REFER TO BOOK 2015, PAGE 11511

**EASEMENT NOTES**

- LOT 1, WEST LAKES OFFICE PARK PLAT 14 IS SUBJECT TO THE TERMS AND CONDITIONS OF COVENANT FOR INGRESS AND EGRESS DATED OCTOBER 5, 1994, RECORDED OCTOBER 21, 1994, IN BOOK 1494, PAGE 11680.
- LOTS 1 & 2, WEST LAKES OFFICE PARK PLAT 14 ARE SUBJECT TO THE DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS RECORDED IN BOOK 2015, PAGE 11904. THIS DOCUMENT CREATES A PRIVATE INGRESS/EGRESS ON THE COMMON AREA AS GENERALLY DEPICTED WITHIN THE ATTACHMENTS, AND A STORM SEWER AND STORM WATER DETENTION EASEMENT WITHIN OUTLOT '2' OF SAID WEST LAKES OFFICE PARK PLAT 14.

**BOUNDARY CLOSURE REPORT**

END NORTH: 6328.1821' EAST: 4211.2287'

**SEGMENT #1 : CURVE**

LENGTH: 18.54' RADIUS: 50.00'  
DELTA: 090°00'00" TANGENT: 50.00'  
CHORD: 10.71' COURSE: S45°15'08"E  
COURSE IN: 500°15'08"E COURSE OUT: N84°44'52"E  
RP NORTH: 6278.1826' EAST: 4211.4488'  
END NORTH: 6278.4031' EAST: 4261.4474'

**SEGMENT #2 : LINE**

COURSE: S00°15'08"E LENGTH: 102.78'  
NORTH: 6175.6241' EAST: 4261.9003'

**SEGMENT #3 : CURVE**

LENGTH: 115.48' RADIUS: 745.00'  
DELTA: 008°52'53" TANGENT: 57.86'  
CHORD: 115.37' COURSE: S04°11'14"W  
COURSE IN: S84°44'52"W COURSE OUT: S81°22'19"E  
RP NORTH: 6172.3446' EAST: 4256.4075'  
END NORTH: 6060.5623' EAST: 4255.4737'

**SEGMENT #4 : LINE**

COURSE: S84°48'58"W LENGTH: 234.45'  
NORTH: 6094.8082' EAST: 4018.5244'

**SEGMENT #5 : CURVE**

LENGTH: 107.15' RADIUS: 465.00'  
DELTA: 019°12'04" TANGENT: 53.81'  
CHORD: 106.41' COURSE: N53°34'58"W  
COURSE IN: N00°11'02"W COURSE OUT: S19°01'07"W  
RP NORTH: 6524.8056' EAST: 4011.0325'  
END NORTH: 6071.7573' EAST: 3912.2848'

**SEGMENT #6 : LINE**

COURSE: N76°58'53"W LENGTH: 111.85'  
NORTH: 6096.4555' EAST: 8803.3046'

**SEGMENT #7 : CURVE**

LENGTH: 28.22' RADIUS: 21.00'  
DELTA: 076°58'53" TANGENT: 16.70'  
CHORD: 28.14' COURSE: N38°28'27"W  
COURSE IN: N3°01'07"E COURSE OUT: N40°00'00"W  
RP NORTH: 6117.4197' EAST: 8808.0405'  
END NORTH: 6117.4195' EAST: 8787.0404'

**SEGMENT #8 : LINE**

COURSE: N00°00'00"E LENGTH: 208.90'  
NORTH: 6328.1808' EAST: 8787.0404'

**SEGMENT #9 : LINE**

COURSE: N84°44'52"E LENGTH: 424.14'  
NORTH: 6328.1808' EAST: 9211.2263'

PERIMETER: 1412.04' AREA: 122271.30 SQ. FT.  
ERROR CLOSURE: 0.0028' COURSE: 562°11'00"W  
ERROR NORTH: -0.00129' EAST: -0.00245'

PRECISION IS 500642.86

**LEGEND**

▲	FOUND SECTION CORNERS
△	SET SECTION CORNERS (3/4" I.R. 1/4" BLUE CAP #18381 UNLESS OTHERWISE NOTED)
●	FOUND CORNERS (3/4" I.R. 1/4" BLUE CAP #18381 UNLESS OTHERWISE NOTED)
○	SET PROPERTY CORNER (3/4" I.R. 1/4" BLUE CAP #18381 UNLESS OTHERWISE NOTED)
---	PLAT BOUNDARY
---	EXISTING PROPERTY LINES
---	PROPOSED LOTS
---	EASEMENT LINES
---	BUILDING SETBACK LINES (B.S.L.)
---	CENTERLINE STREET
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. XXX, PG. XXX	COUNTY RECORDERS INDEXING BOOK
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 2

RETURN TO:  
CIVIL ENGINEERING CONSULTANTS  
ATTN: JEFFREY A. GADDIS, PLS  
2400 86TH STREET, SUITE 12  
URBANDALE, IA 50322  
PHONE: 515-276-4884  
EMAIL: GADDIS@CECLAC.COM



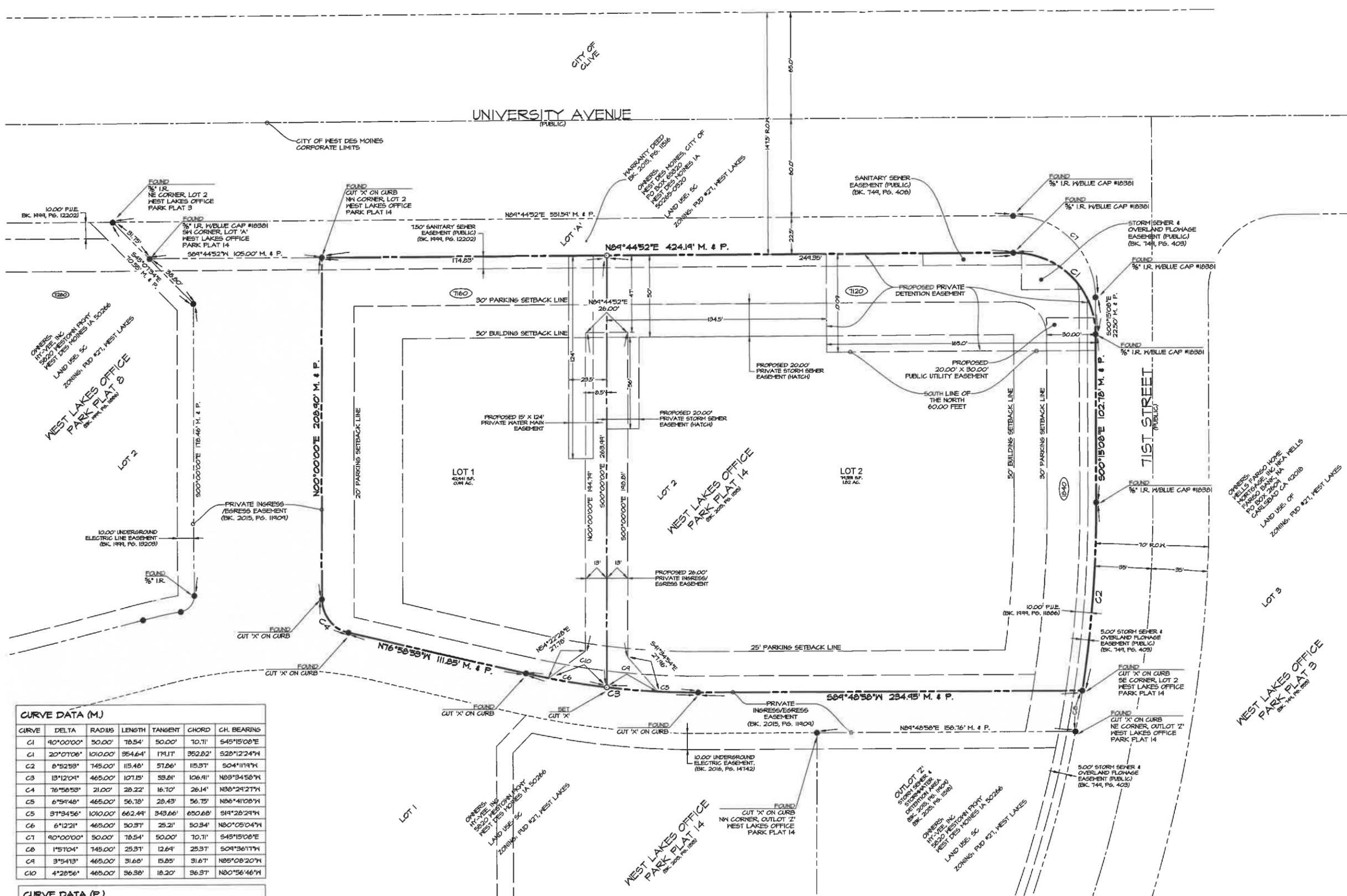
Civil Engineering Consultants, Inc.  
2400 86th Street, Unit 12, Des Moines, Iowa 50322  
515.276.4884 mail@ceclac.com



DATE:	PRINTED ON:	Aug. 21, 2021
DATE OF SURVEY:	JAN. 20, 2021	
DESIGNED BY:	NOV. 30, 2020	
DRAWN BY:	JAG	
	LJH	

WEST LAKES OFFICE PARK PLAT 15  
1840 71ST STREET, WEST DES MOINES, IA 50266

03-14-2018 11:06:33 AM, CSD D:\Projects\151015\_151015\_001.dwg, 8/27/2021 12:46:55 AM, jgaddis, 1:1



**CURVE DATA (M)**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	90°00'00"	50.00'	78.54'	50.00'	10.71'	S45°15'00"E
C1	20°07'06"	1010.00'	954.64'	174.11'	352.82'	S28°12'24"W
C2	8°52'53"	745.00'	115.48'	57.26'	115.37'	S04°11'19"W
C3	13°12'04"	465.00'	107.15'	53.81'	106.91'	N83°34'58"W
C4	76°58'53"	21.00'	28.22'	16.70'	26.14'	N88°29'27"W
C5	6°59'48"	465.00'	56.78'	28.43'	56.75'	N86°41'08"W
C5	37°34'56"	1010.00'	662.44'	343.66'	650.68'	S14°28'24"W
C6	6°12'21"	465.00'	50.37'	25.21'	50.34'	N80°05'04"W
C7	90°00'00"	50.00'	78.54'	50.00'	10.71'	S45°15'00"E
C8	1°57'04"	745.00'	25.37'	12.64'	25.37'	S09°36'11"W
C9	3°54'13"	465.00'	31.68'	15.85'	31.67'	N85°08'20"W
C10	4°28'56"	465.00'	36.38'	18.20'	36.37'	N80°56'46"W

**CURVE DATA (F)**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	90°00'00"	50.00'	78.54'	50.00'	10.71'	S45°15'00"E
C2	8°52'53"	745.00'	115.48'	57.26'	115.37'	S04°11'19"W
C3	13°12'04"	465.00'	107.15'	53.81'	106.91'	N83°34'58"W
C4	76°58'53"	21.00'	28.22'	16.70'	26.14'	N88°29'27"W
C7	90°00'00"	50.00'	78.54'	50.00'	10.71'	S45°15'00"E
C8	1°57'04"	745.00'	25.37'	12.64'	25.37'	S09°36'11"W

SCALE: 1"=60' (11"x17")  
SCALE: 1"=30' (22"x34")



Civil Engineering Consultants, Inc.  
2400 86th Street, Unit 12, Des Moines, Iowa 50322  
515.276.4884 mail@cecinc.com



DATE:	JAN. 20, 2021
DATE OF SURVEY:	JAN. 20, 2021
DESIGNED BY:	NOV. 30, 2020
DRAWN BY:	JAG
	LJH

**WEST LAKES OFFICE PARK FLAT 15**  
1840 71ST STREET, WEST DES MOINES, IA 50266  
**FINAL PLAN**

Prepared by: Bryce Johnson, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

### **RESOLUTION**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE WEST LAKES OFFICE PARK PLAT 15 FINAL PLAT FOR THE PURPOSE OF CREATING TWO (2) LOTS FOR COMMERCIAL DEVELOPMENT**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicants and property owners, Fore Right L.C. and West Lakes Commercial, LLC, request approval of a Final Plat for the approximately 2.81-acre property generally located at the SW corner of University Avenue and 71<sup>st</sup> Street and legally described in attached Exhibit 'B'. The applicant proposes to subdivide the property into 2 lots for Commercial development; and

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

**WHEREAS**, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on May 24, 2021; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on June 7, 2021; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, there are no public improvements required of this Final Plat; and

**WHEREAS**, the necessary easements have been established for Public Utility Easement (PUE) and Ingress/Egress Easement; and

**WHEREAS,** The City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

**WHEREAS,** the City Council approves of the following address assignment(s);

Lot 1 = 7160 University Avenue

Lot 2 = 7140 University Avenue (anticipated western building) and 7120 University Avenue (anticipated eastern building) and 1840 71<sup>st</sup> Street

**WHEREAS,** property subject of this action is zoned Support Commercial (SC) and meets all requirements of the West Lakes Planned Unit Development and City's Zoning Code.

**NOW, THEREFORE,** the City Council does approve the West Lakes Office Park Plat 15 Final Plat (FP-005195-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City. This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. None.

**Exhibit B: Legal Description**

LOT 2, WEST LAKES PLAT 14, AN OFFICIAL PLAT, RECORDED IN BOOK 2015, PAGE 11515 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 2.81 ACRES MORE OR LESS.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Woodland Estates Plat 1, NE corner of S. Kingswood Court and Stagecoach Drive – Approve a Preliminary Plat to create 22 lots for Single Family Residential development, one outlot for future development and one street lot – Silo 9 LLC – PP-005161-2021

**Resolution: Approval of Preliminary Plat**

**Background:** Jared Murray with Civil Design Advantage, on behalf of the applicant and property owner, Jerry Bussanmas dba Silo 9, LLC, is requesting approval of a preliminary plat for the approximately 22-acre property generally located at the northeast corner of S. Kingswood Court and Stagecoach Drive. The applicant wishes to split one of the lots defined within the original preliminary plat, necessitating the approval of this revised preliminary plat illustrating the additional lot. This plat is phase 1 of an intended subdivision of the approximately 80-acre property locally known as the Neff property.

**Staff Review & Comment:**

- **History:** On August 2, 2021, City Council approved a preliminary plat for a 21-lot single-family residential development known as Woodland Estates Plat 1. The applicant has now submitted a revised preliminary plat to create one additional lot by splitting the largest lot (Lot 15) into two. The proposed development will provide 22 single family residential lots instead of 21 lots as originally approved. A revised preliminary plat demonstrating the additional lot can be appropriately served by roads and utilities must be reviewed and approved prior to approval of the final plat. This preliminary plat provides the necessary information.
- **Key Development Aspects:** Key development aspects were outlined in the staff report provided for the original Preliminary Plat approval. Full discussion of these aspects can be found in the August 2, 2021 staff report. The appropriate conditions of approval have been carried from the original approval. The following summarizes these aspects:
  - **Public Utility Easements (PUEs):** Provision for the placement of PUEs in the front yards of all lots due to topographic challenges and the desire to preserve trees.
  - **Individual Dwelling Driveways:** Due to the classification of and anticipated traffic volumes, no single-family driveways shall be allowed off of Stagecoach Drive. Additionally, due to the anticipated traffic volume in combination with the curve of the roadway and anticipated vehicle speeds, accesses to the lots along S 95th Street shall be such so as to allow for forward vehicle movements (no backing out) from the lot onto S 95th Street.
  - **Stagecoach Streetscape:** Although double-frontage lots, due to the depth of the lots and presence of existing trees, the traditional thirty-foot (30') buffer along the rear lot line (Stagecoach Drive) is waived in favor of continuing the streetscape plantings done as part of the adjoining plats within the Tallyn's Reach (fka Michael's Landing; nka Woodland Hills) development.

- Lot 10 Buffer: A future roadway extension out of the adjoining Majestic Oaks Subdivision is intended that would border the rear lot line of Lot 10 thus making it a double frontage lot. A minimum thirty-foot (30') landscape buffer is required; however, so as to not disturb the buffer plantings, installation of the buffer is deferred until such time that the roadway extension is constructed.
- Stagecoach Trail: A typical ten foot (10') Public Trail is planned for along the north side of Stagecoach Drive but will not be installed until such time that the grading for the widening of Stagecoach Drive is complete. The developer is only responsible for four feet (4'), the typical sidewalk width. A 60/40 Trail Agreement will be executed in conjunction with the Final Plat.
- Parkland Dedication: With the additional lot, 67 lots are anticipated within the full 80-acre development. The associated Parkland Agreement will be updated and executed in conjunction with the appropriate associated Final Plat. The developer is providing parkland as part of a future phase with improvements including provision of natural open space, the potential establishment of a dog park, and potentially other private amenities as desired by the developer. Woodland Hills Neighborhood Park is located just to the south of the development and provides traditional city park amenities.
- Traffic Impact Study Findings: A new study with the additional lot was not done as there is no concerns with traffic generation for the extra lot. The original study identified that the site is expected to generate less traffic than previously analyzed. The study indicates that S 95<sup>th</sup> Street should be a 2-lane roadway widening to 3-lanes for left turns at Stagecoach Drive (and ultimately at Mills Civic Parkway and possible Cascade Avenue). An additional lane of Stagecoach Drive adjacent to the development will be needed in the future.
- Developer Responsibilities: The developer is responsible for all typical public infrastructure improvements including public streets, public storm and sanitary sewer, sidewalks, and streetlights. Additionally, as noted in the Traffic Impact Study section, an additional lane of Stagecoach Drive, including all appurtenances necessary, will be required in the future. The City Attorney's Office is preparing a Development Agreement detailing this responsibility of the developer. Staff recommends that this agreement be executed prior to approval of the associated Final Plat.
- Plat Validity: Per City Code, the associated Final Plat must be presented to the City Council for approval within 12 months of the approval of this Revised Preliminary Plat if surety is being posted for Public Improvements; or, within 18 months if Public Improvements are being constructed prior to Final Plat consideration. It is the responsibility of the developer to be aware of these deadlines and request an extension of the Preliminary Plat approval prior to the Preliminary Plat expiration date.

**Outstanding Issues**: There are no outstanding issues.

**Plan and Zoning Commission Action**:

Date: August 23, 2021

Vote: 5 yes, 0 no, with Commissioners Andersen and Costa absent

Recommendation: Approval of Preliminary Plat

**Recommendation:** Approve the Preliminary Plat subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. The Applicant acknowledging the responsibility for the future construction of an additional lane of Stagecoach Drive. The applicant agreeing that their execution of the associated Development Agreement shall be provided to the City prior to City Council consideration of the associated final plat.
2. The Applicant acknowledging that no individual single-family driveways are allowed on Stagecoach Drive. The applicant also acknowledging and agreeing to require buyers of lots that front to S 95<sup>th</sup> Street to ensure all turns onto S 95<sup>th</sup> Street are a forward movement and agreeing that backing out onto S 95<sup>th</sup> Street is prohibited.
3. The City Council granting allowance of the placement of Public Utility Easements (PUEs) in the front yard of all lots.
4. The City Council accepting the continuation of the Stagecoach Drive Streetscape Planting Plan in lieu of a thirty-foot (30') buffer along the rear (south) lot line of lots 15-22 and the side (south) lot line of lot 1.
5. The City Council granting a deferral of the installation of the buffer along the rear lot line of Lot 10 until such time that the adjacent future street is graded and any construction that may affect the survivability of the buffer plantings is complete.
6. The City Council deferring the installation of the ten foot (10') trail along the north side of Stagecoach Drive until such time that Stagecoach Drive is widened or the trail is necessary to make a connection to trails along Stagecoach Drive immediately to the east and west.
7. The applicant indicating on the Revised Preliminary Plat drawing and providing a Permanent Grading Easement on Lot 15 to allow for future construction of the remainder of the sidewalk/trail.
8. The Revised Preliminary Plat drawing being updated as necessary to address remaining staff comment prior to proceeding to City Council.
9. The Applicant acknowledging that before any building permits will be issued for construction of any dwelling structures within Woodland Estates Plat 1, a Final Plat must be recorded. Permits associated with the installation of site utilities may be issued.
10. The Applicant constructing and receiving City approval and acceptance of all public improvements or providing surety for all public improvements prior to City Council consideration of the associated final plat. In the event that surety is provided, City Council acceptance of the public improvements shall occur prior to issuance of any occupancy permit, including temporary occupancy for any dwelling constructed.
11. Prior to issuance of any building permits for construction, available water and appropriate vehicle accesses to the satisfaction of the City's Fire Marshal shall be available.
12. The Applicant providing the following, prior to City Council consideration of the associated final plat:
  - a. Surety for buffers and sidewalks.
  - b. Payment of all fees, including fees related to streetlights, street signs, sewer cap charges and water connection fees.
  - c. All legal agreements and easements, including Parkland Dedication Agreement.

- d. Executed Storm Water Management Facility Maintenance Agreement. Certification letter and as-built drawings shall be required to be provided prior to issuance of any occupancy permits, including temporary occupancy permits for any of the last five (5) dwellings constructed within this Phase 1 development area.

**Lead Staff Member:** Bryce Johnson

**Approval Meeting Dates:**

Plan and Zoning Commission	August 23, 2021
City Council	September 7, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>AP</i>

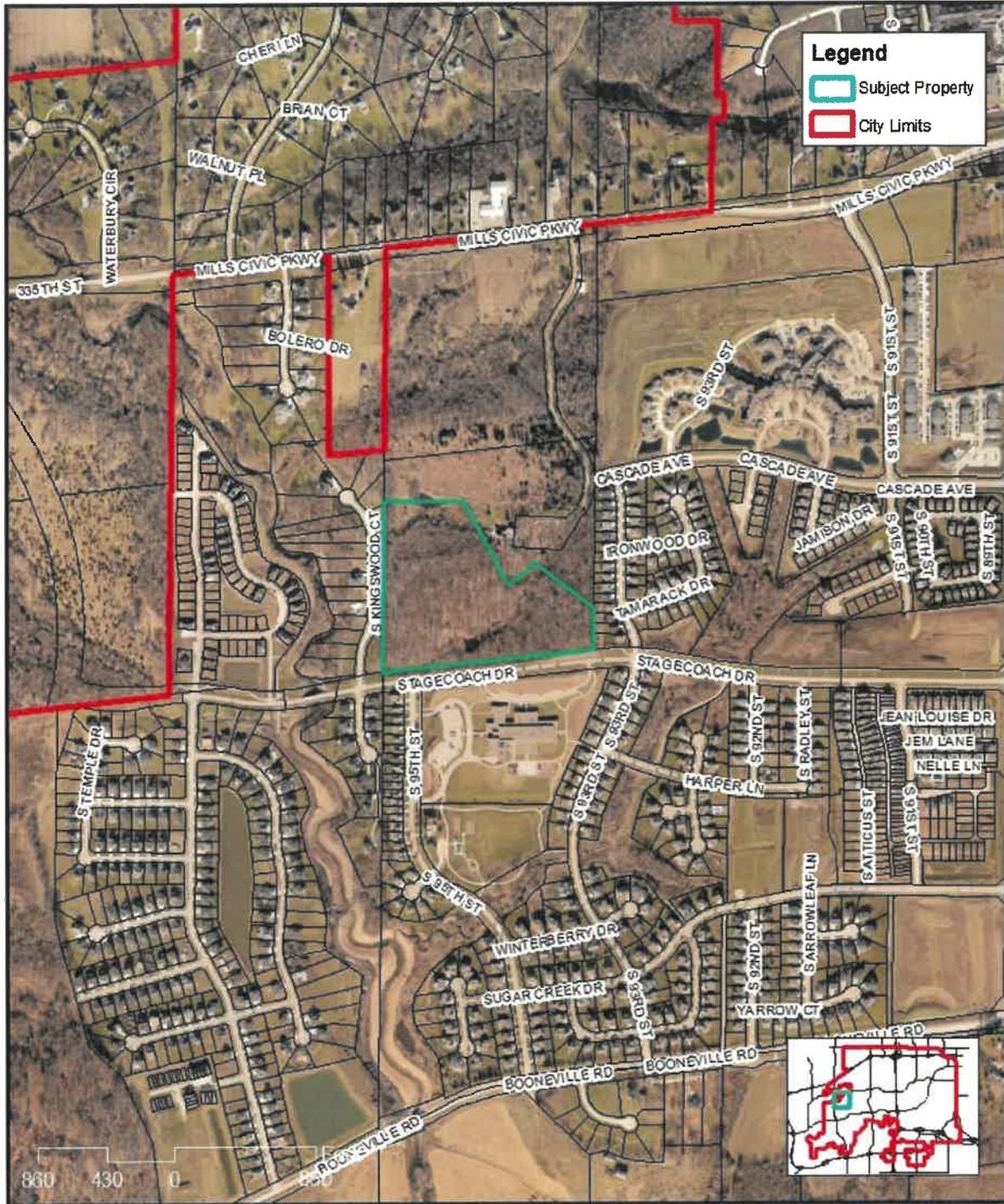
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	August 16, 2021
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



## Aerial Location Map

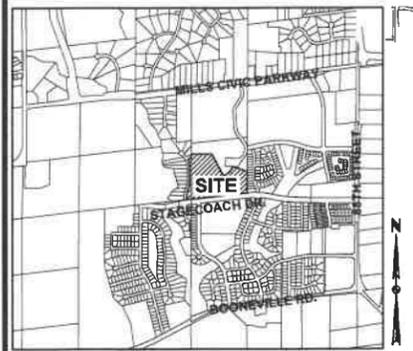


The City of West Des Moines makes no claim as to the accuracy, completeness or correctness of the City of West Des Moines digital maps and associated data and assumes no responsibility for their positional or content accuracy.

# PRELIMINARY PLAT FOR: WOODLAND ESTATES PLAT 1

VICINITY MAP

NOT TO SCALE



WEST DES MOINES, IOWA

## OWNER

MAJESTIC OAKS LAND COMPANY LLC  
3900 WESTOWN PARKWAY SUITE 100  
WEST DES MOINES, IA 50266

SCOTT NEFF LIVING TRUST  
9520 MILLS CIVIC PARKWAY  
WEST DES MOINES, IA 50266

## APPLICANT

SIL0 9, LLC  
JERRY BUSSANMAS  
PO BOX 71038  
CLIVE, IA 50325

## ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE  
CONTACT: JARED MURRAY  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH. (515) 369-4400

## DATE OF SURVEY

JANUARY 25, 2021

## ZONING

R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT

## COMPREHENSIVE LAND USE

SINGLE FAMILY RESIDENTIAL (SF)

## BULK REGULATIONS

SETBACKS  
FRONT YARD = 30 FT  
REAR YARD = 35 FT  
SIDE YARD = 7 FT (14 FT TOTAL)

MINIMUM LOT WIDTH = 50 FT (ADDITIONAL 25 FT FOR CORNER LOTS)

MINIMUM LOT FRONTAGE = 40 FT

MINIMUM LOT AREA = 7,500 SF

## BENCHMARKS

BM#2 WDM BM#87  
3960 ± FEET WEST OF INTERSECTION OF SOUTH 86TH STREET AND 335TH STREET  
(DALLAS COUNTY), 3 FEET NORTH OF EAST/WEST FENCE, 10 FEET EAST OF  
NORTH/SOUTH FENCE, ON 335TH STREET ACROSS FROM  
THE HOUSE #3307 AND #3309.  
ELEVATION=167.72

BM#3 SET BM NW BURY BOLT ON HYDRANT NORTH SIDE  
OF SUGAR CREEK DRIVE  
ELEVATION=165.62

## DEVELOPMENT SUMMARY

TOTAL AREA OF SITE = 21.47 ACRES (935,159 SF)

## LEGEND

### FEATURES

#### PROPOSED

- GROUND SURFACE CONTOUR
- TYPE SW-501 STORM INTAKE
- TYPE SW-502 STORM INTAKE
- TYPE SW-503 STORM INTAKE
- TYPE SW-505 STORM INTAKE
- TYPE SW-506 STORM INTAKE
- TYPE SW-512 STORM INTAKE
- TYPE SW-513 STORM INTAKE
- TYPE SW-401 STORM MANHOLE
- TYPE SW-402 STORM MANHOLE
- FLARED END SECTION
- TYPE SW-301 SANITARY MANHOLE
- STORM/SANITARY CLEANOUT
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- SIGN
- DETECTABLE WARNING PANEL
- SANITARY SEWER WITH SIZE
- STORM SEWER
- WATERMAIN WITH SIZE

#### SURVEY

- SECTION CORNER
- 1/2" REBAR, YELLOW CAP #18660 (UNLESS OTHERWISE NOTED)
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

#### EXISTING

- GROUND SURFACE CONTOUR
- SANITARY MANHOLE
- WATER VALVE BOX
- FIRE HYDRANT
- WATER CURB STOP
- WELL
- STORM SEWER MANHOLE
- STORM SEWER SINGLE INTAKE
- STORM SEWER DOUBLE INTAKE
- FLARED END SECTION
- DECIDUOUS TREE
- CONIFEROUS TREE
- DECIDUOUS SHRUB
- CONIFEROUS SHRUB
- ELECTRIC POWER POLE
- GUY ANCHOR
- STREET LIGHT
- POWER POLE W/ TRANSFORMER
- UTILITY POLE W/ LIGHT
- ELECTRIC BOX
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE OR VAULT
- TRAFFIC SIGN
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE/VAULT
- TELEPHONE POLE
- GAS VALVE BOX
- CABLE TV JUNCTION BOX
- CABLE TV MANHOLE/VAULT
- MAIL BOX
- BENCHMARK
- SOIL BORING
- UNDERGROUND TV CABLE
- GAS MAIN
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FIELD TILE
- SANITARY SEWER W/ SIZE
- STORM SEWER W/ SIZE
- WATER MAIN W/ SIZE

#### FOUND

- SECTION CORNER
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

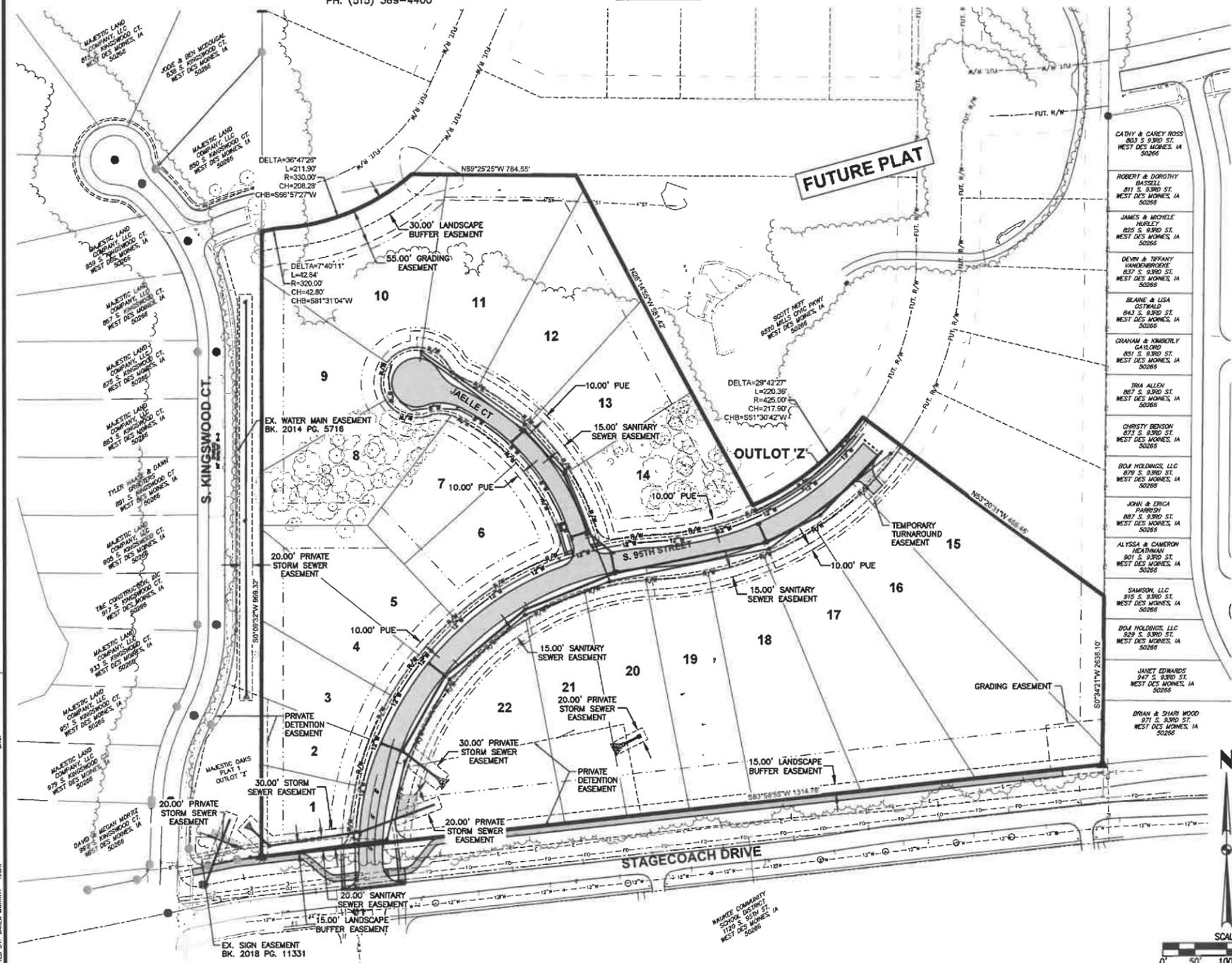
#### SET

- SECTION CORNER
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

PLANS INCLUDED ARE FOR ILLUSTRATIVE  
PURPOSES ONLY - APPROVED PLANS ON FILE  
WITH THE CITY

## LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE SOUTH 83°58'55" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1314.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°09'32" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 969.32 FEET TO THE NORTHEAST CORNER OF OUTLOT 'Z', MAJESTIC OAKS PLAT 1, AN OFFICIAL PLAT; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 42.84 FEET AND WHOSE CHORD BEARS NORTH 81°31'04" EAST, 42.80 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 211.90 FEET AND WHOSE CHORD BEARS NORTH 66°57'27" EAST, 208.28 FEET; THENCE SOUTH 89°25'25" EAST, 253.52 FEET; THENCE SOUTH 28°14'55" EAST, 581.42 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 425.00 FEET, WHOSE ARC LENGTH IS 220.36 FEET AND WHOSE CHORD BEARS NORTH 51°30'42" EAST, 217.90 FEET; THENCE SOUTH 53°20'31" EAST, 466.46 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00°34'21" WEST ALONG SAID EAST LINE, 261.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.47 ACRES (935,159 SQUARE FEET).  
THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



**JARED M. MURRAY**  
23496  
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JARED M. MURRAY, P.E. \_\_\_\_\_ DATE \_\_\_\_\_

LICENSE NUMBER 23496  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021  
PAGES OR SHEETS COVERED BY THIS SEAL:  
**ALL SHEETS**

DATE: 06/09/2021

REVISIONS:

8TH SUBMITTAL: 07/23/2021

5TH SUBMITTAL: 07/14/2021

4TH SUBMITTAL: 07/14/2021

3RD SUBMITTAL: 06/07/2021

2ND SUBMITTAL: 06/07/2021

1ST SUBMITTAL: 05/03/2021

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: CWO

ENGINEER: JMM

**WOODLAND ESTATES PLAT 1**

**PRELIMINARY PLAT - OVERALL**

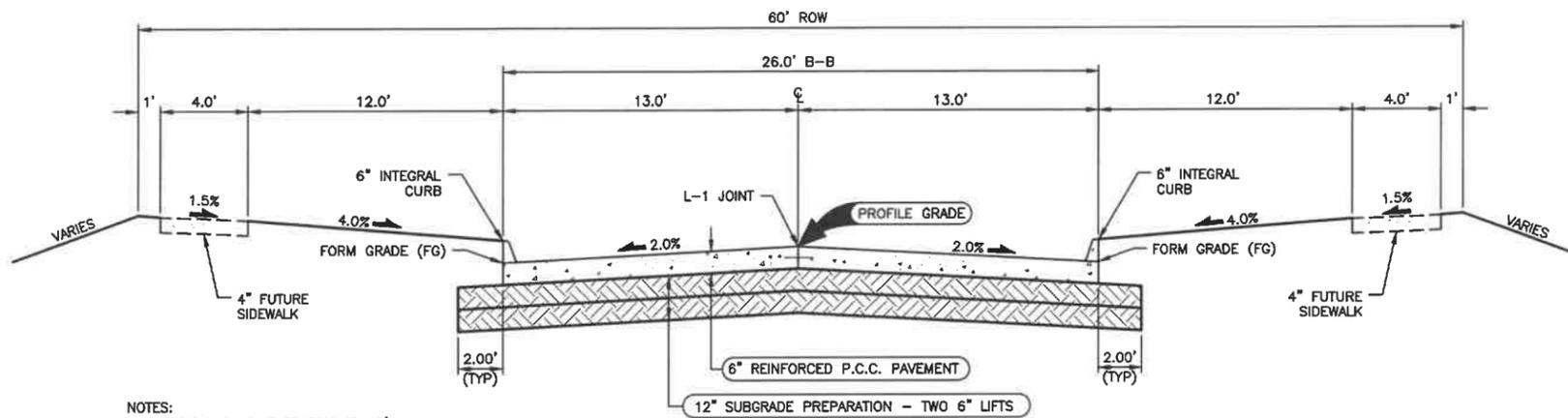
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

2011.635

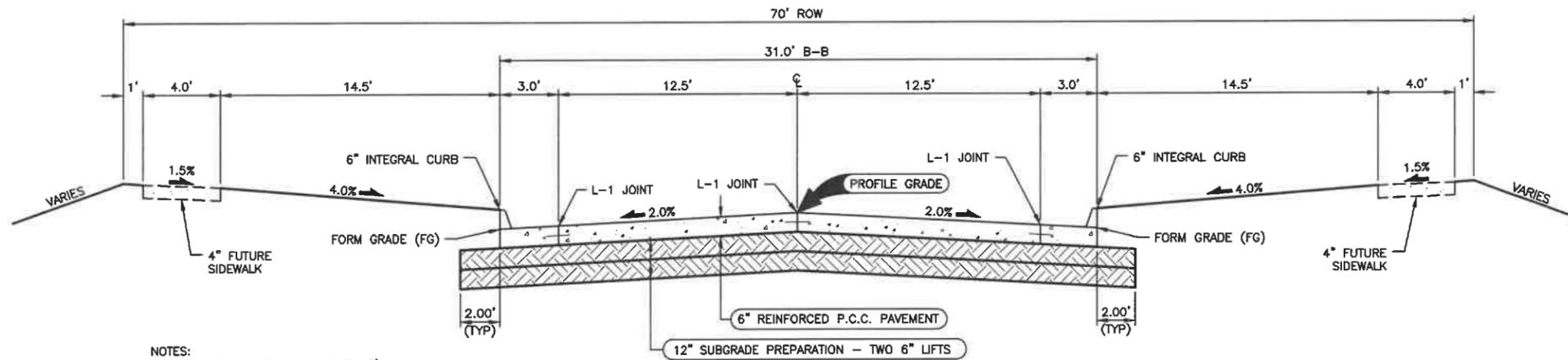
**NOTES**

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE 2020 EDITION OF WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- NO STRUCTURES, INCLUDING SHEDS, PLAY STRUCTURES, DECKS, GAZEBOS, ETC. MAY BE LOCATED WITHIN A BUFFER PARK.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
- ALL WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PUBLIC.
- ALL CONNECTIONS TO THE PUBLIC SEWERS SHALL BE CORE DRILLED.
- THE STORMWATER DETENTION FACILITIES AND PRIVATE STORM SEWERS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES (222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. R.O.W. EXCAVATION PERMITS CAN BE OBTAINED AT THE PUBLIC SERVICES FACILITY (222-3480). IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE 2020 EDITION OF SUDAS STANDARD SPECIFICATIONS AND THE WEST DES MOINES WATER WORKS SUPPLEMENTAL SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIOR TO CONSTRUCTION ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- PROPERTY OWNER/DEVELOPER(S) WILL BE RESPONSIBLE FOR THE INSTALLATION OF SIDEWALKS ADJACENT TO ALL PUBLIC STREETS BORDERING THE PROPERTY.
- PROTECT EXISTING SIDEWALK ADJACENT TO S. KINGSWOOD CT. ANY SIDEWALK DAMAGED WILL NEED TO BE REPLACED PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS.
- BACKING ONTO S. 95TH STREET IS PROHIBITED. ALL LOTS ACCESSING S. 95TH STREET SHALL PROVIDE SPACE TO TURN AROUND ON SITE.
- DRIVEWAY ACCESS TO THE FUTURE STREET ADJACENT TO THE NORTH PROPERTY LINE FOR LOT 10 IS NOT PERMITTED.



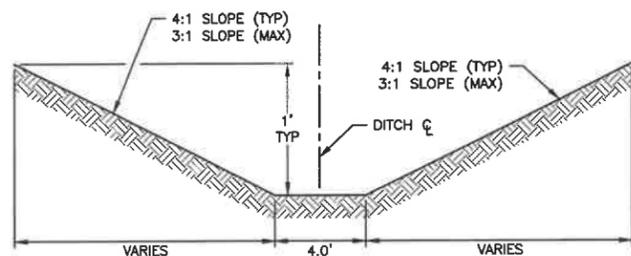
NOTES:  
1. TYPICAL C JOINT SPACING IS 15'.

**TYPICAL SECTION - 26' B-B PCC ROADWAY**  
NOT TO SCALE JAELE CT

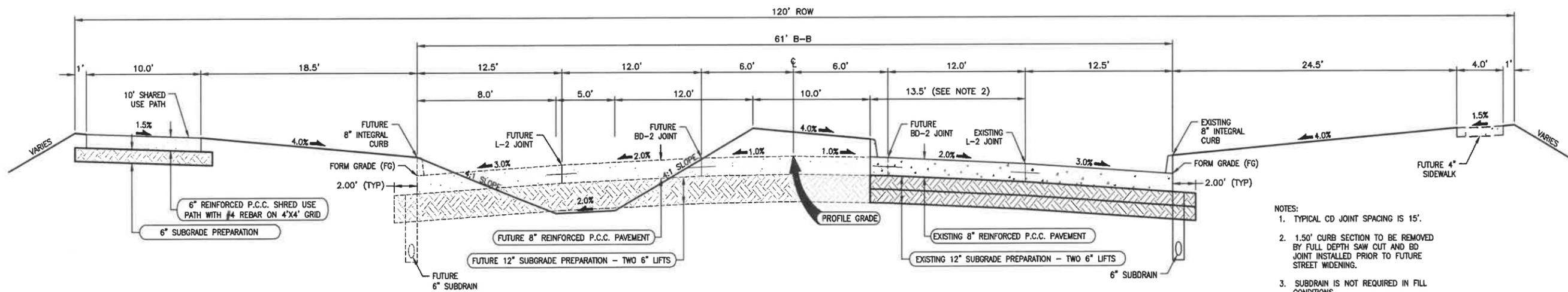


NOTES:  
1. TYPICAL C JOINT SPACING IS 15'.

**TYPICAL SECTION - 31' B-B PCC ROADWAY**  
NOT TO SCALE S. 95TH STREET



**TYPICAL SWALE SECTION**  
NOT TO SCALE



NOTES:  
1. TYPICAL CD JOINT SPACING IS 15'.  
2. 1.50' CURB SECTION TO BE REMOVED BY FULL DEPTH SAW CUT AND BD JOINT INSTALLED PRIOR TO FUTURE STREET WIDENING.  
3. SUBDRAIN IS NOT REQUIRED IN FILL CONDITIONS.

**TYPICAL SECTION - 61' B-B PCC ROADWAY - STAGECOACH DRIVE**  
NOT TO SCALE

FILE: \\S:\WORK\DESIGN\WOODLAND\ESTATES\PLAT 1\DWG\TYPICAL SECTIONS AND DETAILS.dwg  
 DATE PLOTTED: 07/23/2021 1:57 PM  
 PLOTTED BY: JARED MURRAY

DATE	06/09/2021
REVISIONS	07/23/2021
6TH SUBMITTAL	07/14/2021
5TH SUBMITTAL	07/14/2021
4TH SUBMITTAL	07/14/2021
3RD SUBMITTAL	06/07/2021
2ND SUBMITTAL	06/07/2021
1ST SUBMITTAL	05/03/2021

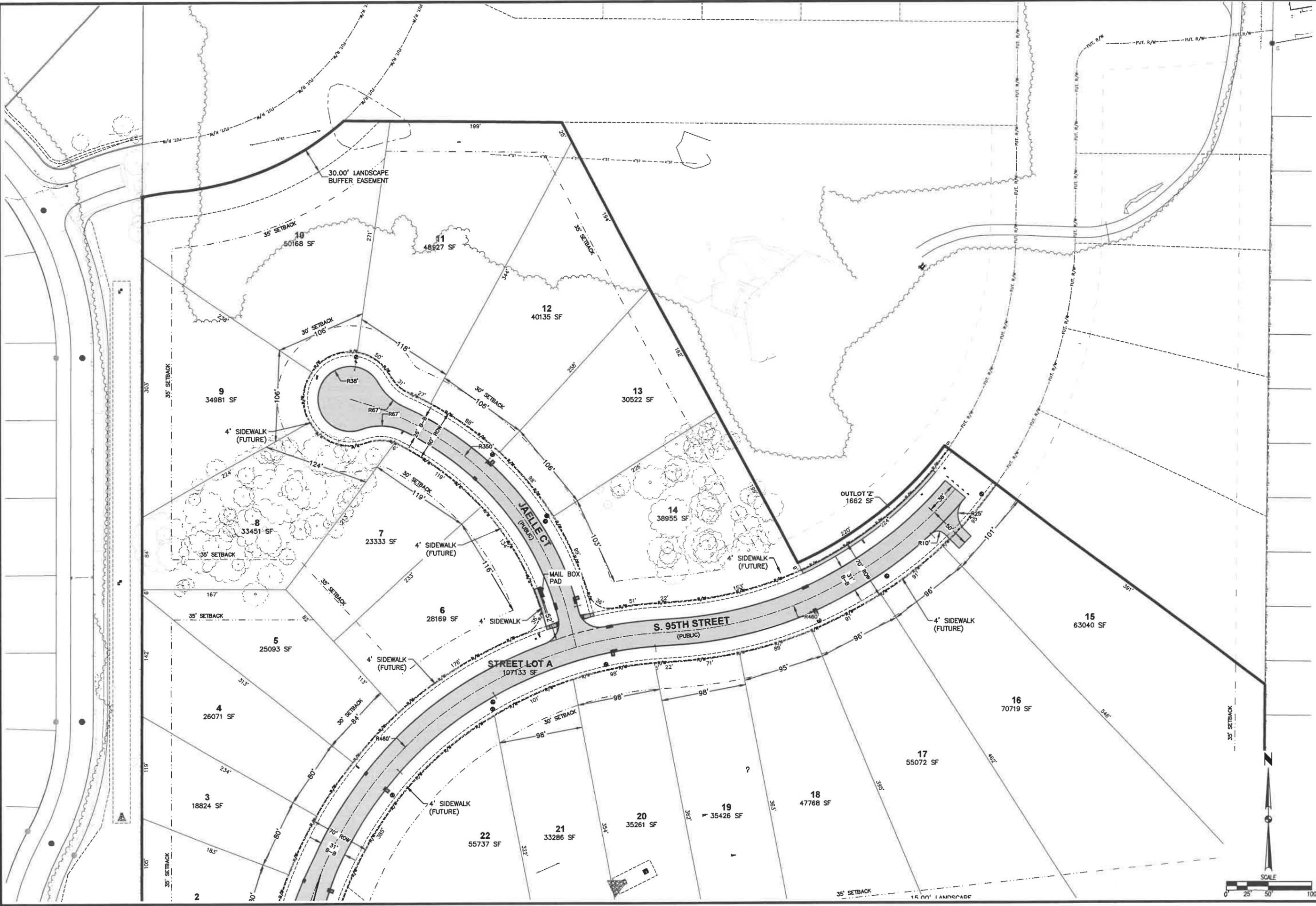
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
TECH: CWO

**WOODLAND ESTATES PLAT 1**  
TYPICAL SECTIONS AND DETAILS  
WEST DES MOINES, IOWA

**ESA**  
CIVIL DESIGN ADVANTAGE  
ENGINEER: JMM

**2** / **9**  
2011.635

FILE: I:\3405 S.E. CROSSROADS DRIVE - PRELIMINARY PLAT.DWG  
DATE: 8/9/21  
DATE PLOTTED: 8/9/2021 1:57 PM  
COMMENTS:  
DNC  
PLOTTER: JARED MURRAY TECH



REVISIONS	DATE
6TH SUBMITTAL	08/09/2021
5TH SUBMITTAL	07/23/2021
4TH SUBMITTAL	07/14/2021
3RD SUBMITTAL	07/07/2021
2ND SUBMITTAL	06/07/2021
1ST SUBMITTAL	05/03/2021

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 389-4400 FAX: (515) 369-4410  
ENGINEER: JMM TECH: CWO



CIVIL DESIGN ADVANTAGE

# WOODLAND ESTATES PLAT 1

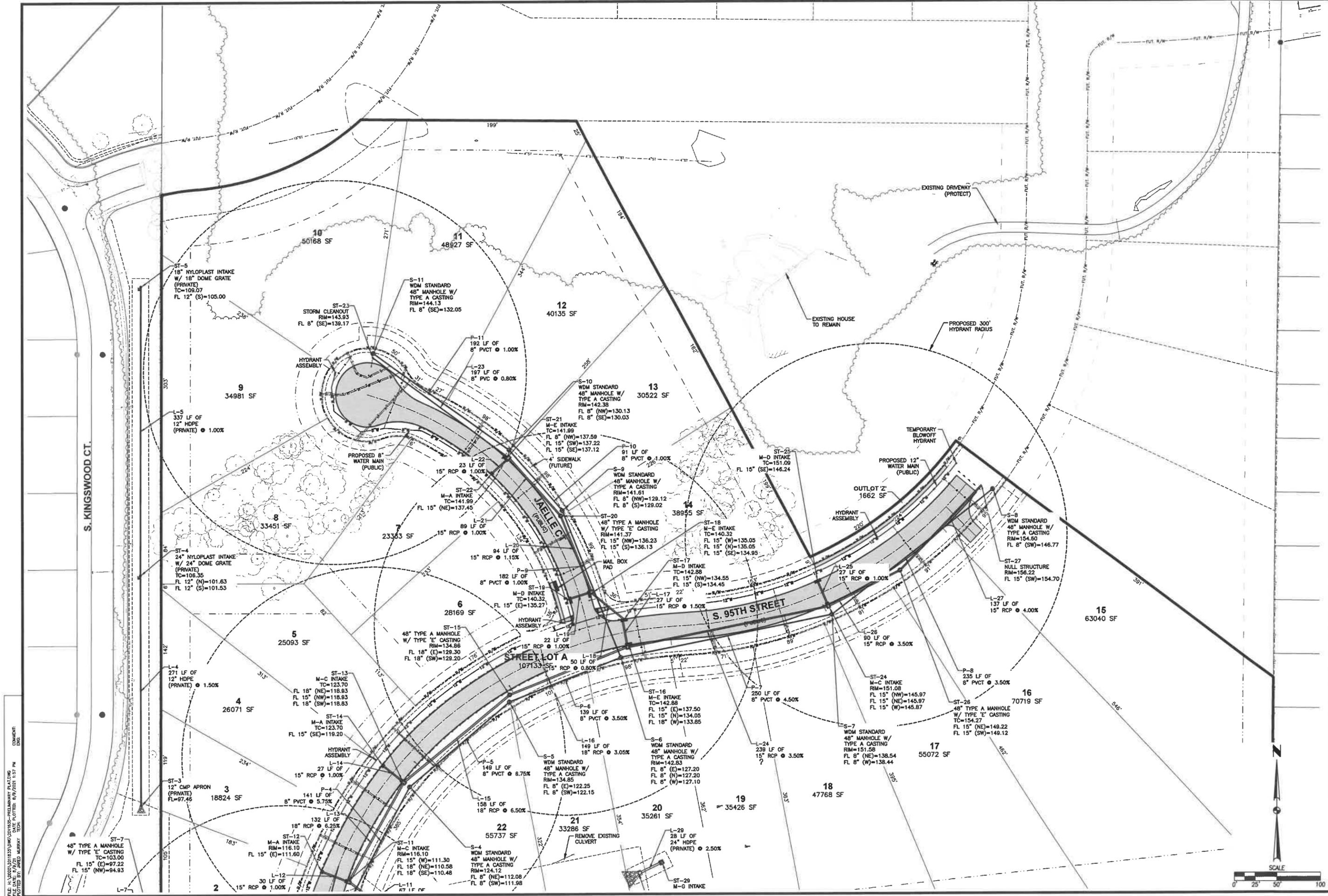
## DIMENSION PLAN

WEST DES MOINES, IOWA

3/9

2011.635





FILE: H:\WOOD\201155\WOOD\201155-UTILITY-PLANS\PLAT1-UTILITY-PLAN.dwg  
 COMMENT: PRELIMINARY PLATING  
 DATE: 07/25/2021  
 DRAWN BY: JARED MURRAY  
 CHECKED BY: JARED MURRAY

REVISIONS	DATE
6TH SUBMITTAL	08/09/2021
5TH SUBMITTAL	07/25/2021
4TH SUBMITTAL	07/11/2021
3RD SUBMITTAL	07/01/2021
2ND SUBMITTAL	06/07/2021
1ST SUBMITTAL	05/03/2021

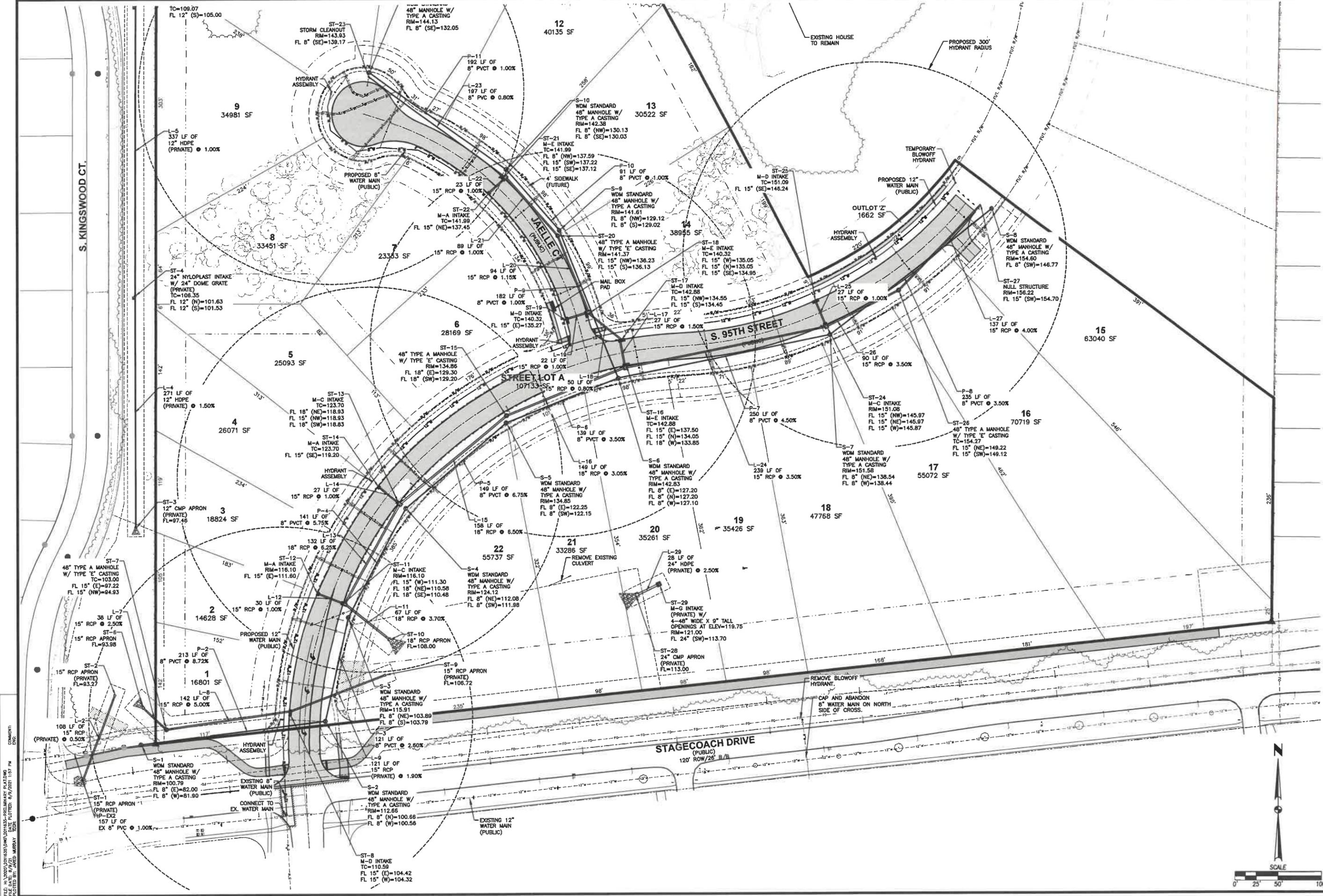
3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: CWO  
 ENGINEER: JMM

**WOODLAND ESTATES PLAT 1**  
**UTILITY PLAN**

CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA

2011.635



FILE: H:\WOODLAND\WOODLAND\WOODLANDS-PRELIMINARY PLATTING.dwg  
 PLOTTED BY: JACED MURRAY DATE: 07/26/2021 11:57 PM  
 COMMENT:

DATE	06/09/2021
07/23/2021	
07/14/2021	
07/10/2021	
06/07/2021	
05/03/2021	

REVISIONS	6TH SUBMITTAL	5TH SUBMITTAL	4TH SUBMITTAL	3RD SUBMITTAL	2ND SUBMITTAL	1ST SUBMITTAL
-----------	---------------	---------------	---------------	---------------	---------------	---------------

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410  
 TECH: CWO  
 ENGINEER: JMM

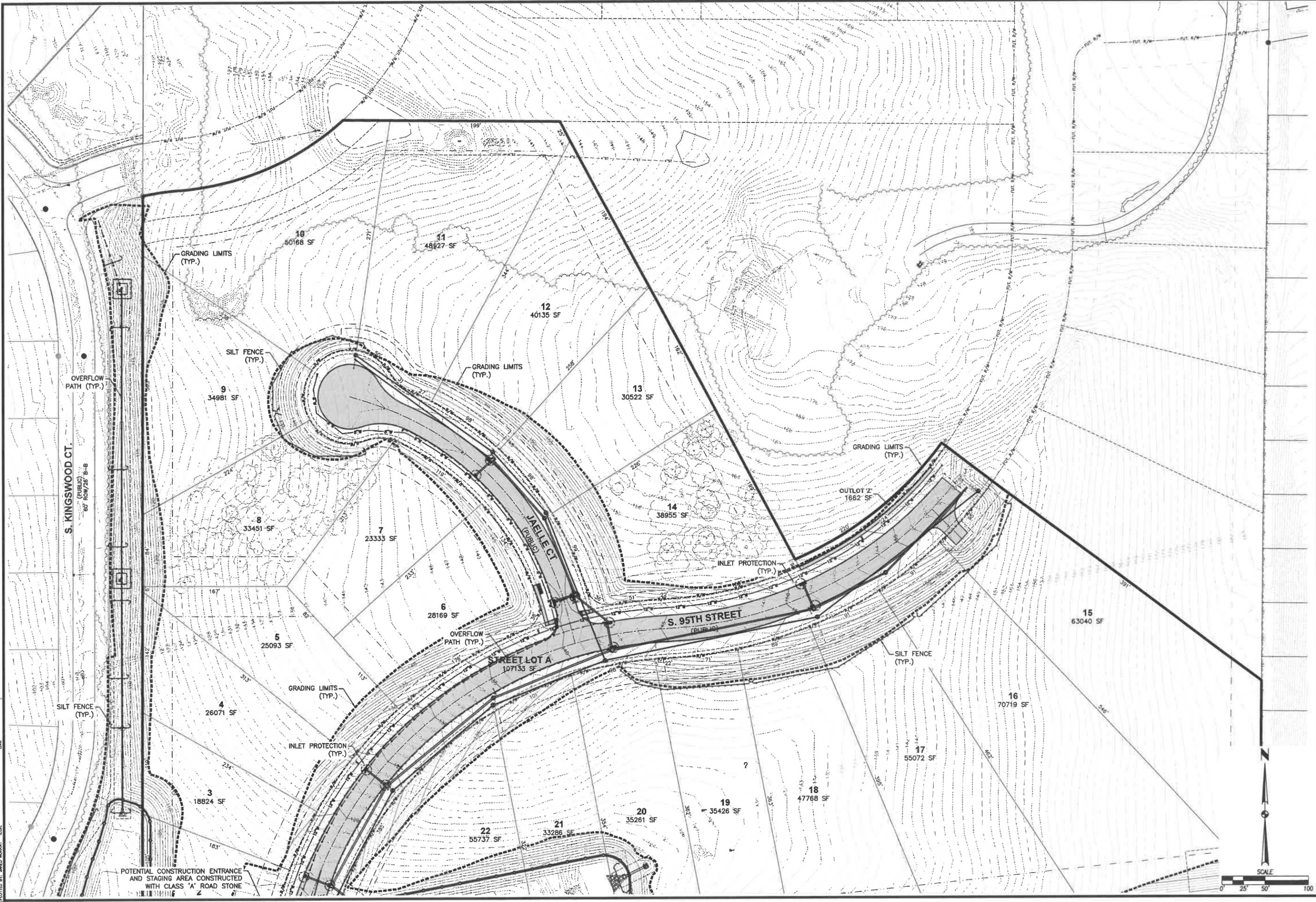
  

**WOODLAND ESTATES PLAT 1**  
 CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA  
**UTILITY PLAN**

2011.635

FILE # 2020.011855 VMS/CONTRACTOR - PRELIMINARY PLATING  
DATE: 07/25/2021 10:57 PM  
COMMENTS:  
DRAWN BY: JARED MURRAY, TECH.  
CHECKED BY: JARED MURRAY, TECH.  
PROTECTED BY: JARED MURRAY, TECH.



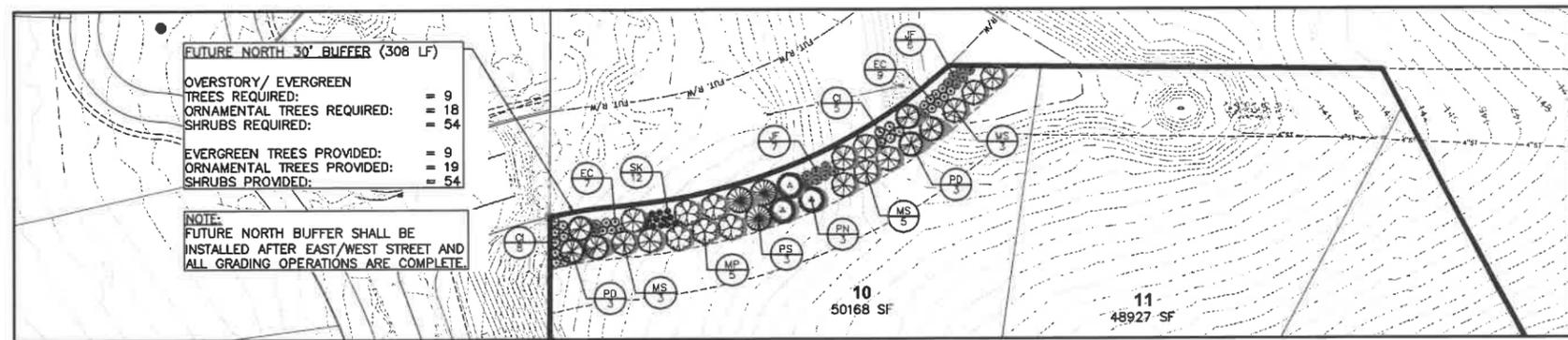
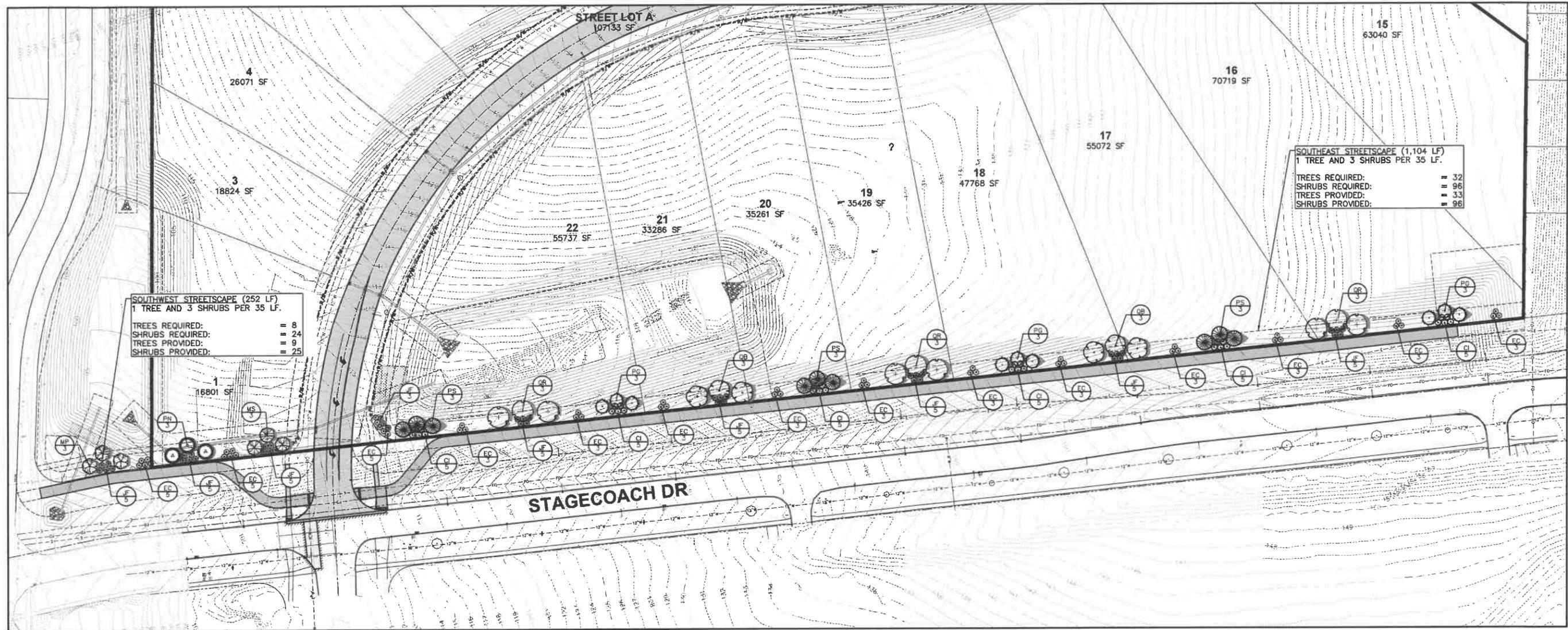
REVISIONS	DATE
6TH SUBMITTAL	08/09/2021
5TH SUBMITTAL	07/23/2021
4TH SUBMITTAL	07/14/2021
3RD SUBMITTAL	07/07/2021
2ND SUBMITTAL	06/07/2021
1ST SUBMITTAL	05/03/2021

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
ENGINEER: JMM TECH: CWO



WOODLAND ESTATES PLAT 1  
GRADING PLAN  
WEST DES MOINES, IOWA  
2011.635





**LANDSCAPE NOTES**

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z80.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS, TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOO ALL AREAS ADJACENT TO BUILDINGS, SEED (TYPE 1) OR SOO ALL OTHER DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOO, IF REQ.)
7. WEED PREVENTER(PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED.
9. ALL EDGING SHALL BE 3/16" STEEL EDGING.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. NO OVERSTORY TREES SHALL BE PLANTED IN ANY CITY OF WEST DES MOINES PUBLIC UTILITY EASEMENT.

**STREETSCAPE REQUIREMENTS (STAGECOACH DRIVE)**

ONE TREE AND THREE SHRUBS PER 35 LF OF STREET FRONTAGE.

**30' BUFFER REQUIREMENTS (LOT 10)**

- A LANDSCAPED AND BERMED AREA OF NOT LESS THAN THIRTY FEET (30') IN WIDTH COMPRISED OF LANDSCAPE PLANTINGS.
- THE EQUIVALENT OF ONE OVERSTORY TREE OR UPRIGHT EVERGREEN TREE, TWO (2) UNDERSTORY TREES AND SIX (6) SHRUBS SHALL BE PROVIDED PER THIRTY FIVE (35) LINEAR FEET OF THE BUFFER PARK.
- OF THE REQUIRED NUMBER OF TREES WITHIN A BUFFER, A MINIMUM OF FIFTY PERCENT (50%) SHALL BE EVERGREEN

**PLANT SUBSTITUTIONS**

- (2) ORNAMENTAL TREES = (1) OVERSTORY TREE OR EVERGREEN
- (10) SHRUBS = (1) UNDERSTORY TREE
- NO MORE THAN 50% OF THE REQUIRED PLANT TYPE MAY BE SUBSTITUTED.

**PLANT SCHEDULE - SOUTHWEST STREETSCAPE**

TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
PG	9	Colorado Blue Spruce	<i>Picea pungens 'Gaucho'</i>	B&B, 6' HEIGHT
PS	9	White Pine	<i>Pinus strobus</i>	B&B, 6' HEIGHT
QB	6	Swamp White Oak	<i>Quercus bicolor</i>	B&B, 2" CALIPER
QR	9	Red Oak	<i>Quercus rubra</i>	B&B, 2" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CI	30	Isanti Redosier Dogwood	<i>Cornus sericea 'Isanti'</i>	36" HT.
EC	38	Compact Burning Bush	<i>Euonymus alatus 'Compactus'</i>	24" HT.
JF	28	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	24" HT.

**PLANT SCHEDULE - FUTURE NORTH STREETSCAPE**

TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
MP	5	Prairie Fire Crab Apple	<i>Malus x 'Prairiefire'</i>	B&B, 1.5" CALIPER
MS	11	Spring Snow Crab Apple	<i>Malus x 'Spring Snow'</i>	B&B, 1.5" CALIPER
PD	6	Douglas Fir	<i>Pseudotsuga menziesii</i>	B&B, 6" HEIGHT
PN	3	Newport Flowering Plum	<i>Prunus cerasifera 'Newport'</i>	B&B, 1.5" CALIPER
PS	3	White Pine	<i>Pinus strobus</i>	B&B, 6' HEIGHT
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
			<i>Isaia 'Isanti'</i>	36" HT.
			<i>alatus 'Compactus'</i>	24" HT.
			<i>chinensis 'Sea Green'</i>	24" HT.
			<i>sericea 'Miss Kim'</i>	24" HT.

NOTE: FUTURE NORTH STREETSCAPE SHALL BE INSTALLED AFTER EAST/WEST STREET AND ALL GRADING OPERATIONS ARE COMPLETE.

**PLANT SCHEDULE - SOUTHWEST STREETSCAPE**

TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
MP	3	Prairie Fire Crab Apple	<i>Malus x 'Prairiefire'</i>	B&B, 1.5" CALIPER
MS	3	Spring Snow Crab Apple	<i>Malus x 'Spring Snow'</i>	B&B, 1.5" CALIPER
PN	3	Newport Flowering Plum	<i>Prunus cerasifera 'Newport'</i>	B&B, 1.5" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EC	10	Compact Burning Bush	<i>Euonymus alatus 'Compactus'</i>	24" HT.
JF	15	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	24" HT.

DATE: 07/23/2021, 07/14/2021, 07/07/2021, 06/07/2021, 05/03/2021

REVISIONS: 5TH SUBMITTAL, 4TH SUBMITTAL, 3RD SUBMITTAL, 2ND SUBMITTAL, 1ST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
TECH: CWO

ENGINEER: JMM

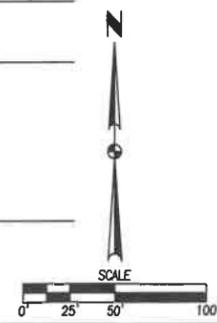
**WOODLAND ESTATES PLAT 1**  
**LANDSCAPE PLAN**

CIVIL DESIGN ADVANTAGE

WEST DES MOINES, IOWA

2011.635

FILE: H:\2000\WOODLAND ESTATES - STREETScape.dwg  
PLOT DATE: 07/28/21 1:30 PM  
CADDIST: ENG  
PLOT BY: MARGO MURRAY



**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-075**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations of the West Des Moines Municipal Code, the applicant and property owner, Jerry Bussanmas dba Silo 9, LLC, request approval of the Preliminary Plat for the purpose of subdividing that approximately 22-acre property generally located at NE corner of S. Kingswood Court and Stagecoach Drive as depicted on the location map included in the staff report. The applicant proposes the creation of 22 lots for detached single family residential development, 1 outlot for future development, and 1 street lot to be dedicated to the City; and

**WHEREAS**, the Revised Preliminary Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Revised Preliminary Plat (PP-005161-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 23, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting on August 23, 2021, by the following vote:

**AYES:** Conlin, Crowley, Davis, Drake, Hatfield  
**NAYS:**  
**ABSTENSTIONS:**  
**ABSENT:** Andersen, Costa

**ATTEST:**

  
Recording Secretary

Prepared by: Bryce Johnson, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A PRELIMINARY PLAT TO CREATE 22 LOTS FOR DETACHED SINGLE FAMILY RESIDENTIAL DEVELOPMENT, 1 OUTLOT FOR FUTURE DEVELOPMENT, AND 1 STREET LOT**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, Jerry Bussanmas dba Silo 9, LLC, requests approval of Woodland Estates Plat 1 Preliminary Plat for that property generally located at the NE corner of S. Kingswood Court and Stagecoach Drive and legally described in attached Exhibit 'B' for the purpose of subdividing the approximately 22-acre property into 22 lots for detached single family residential development, 1 outlot for future development, and 1 street lot for dedication to the City; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, the Preliminary Plat complies with Iowa Code Chapters 354 and 414, the comprehensive plan and city code; and

**WHEREAS**, on August 23, 2021, the Plan and Zoning Commission recommended to the City Council, by a 5-0 vote, for approval of the Preliminary Plat; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the revised Preliminary Plat.

**NOW, THEREFORE**, The City Council does approve the Woodland Estates Plat 1 Preliminary Plat (PP-005161-2021) illustrating 22-lots, subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on September 7, 2021 .

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. The Applicant acknowledging the responsibility for the future construction of an additional lane of Stagecoach Drive. The applicant agreeing that their execution of the associated Development Agreement shall be provided to the City prior to City Council consideration of the associated final plat.
2. The Applicant acknowledging that no individual single-family driveways are allowed on Stagecoach Drive. The applicant also acknowledging and agreeing to require buyers of lots that front to S 95<sup>th</sup> Street to ensure all turns onto S 95<sup>th</sup> Street are a forward movement and agreeing that backing out onto S 95<sup>th</sup> Street is prohibited.
3. The City Council granting allowance of the placement of Public Utility Easements (PUEs) in the front yard of all lots.
4. The City Council accepting the continuation of the Stagecoach Drive Streetscape Planting Plan in lieu of a thirty-foot (30') buffer along the rear (south) lot line of lots 15-22 and the side (south) lot line of lot 1.
5. The City Council granting a deferral of the installation of the buffer along the rear lot line of Lot 10 until such time that the adjacent future street is graded and any construction that may affect the survivability of the buffer plantings is complete.
6. The City Council deferring the installation of the ten foot (10') trail along the north side of Stagecoach Drive until such time that Stagecoach Drive is widened or the trail is necessary to make a connection to trails along Stagecoach Drive immediately to the east and west.
7. The applicant indicating on the Revised Preliminary Plat drawing and providing a Permanent Grading Easement on Lot 15 to allow for future construction of the remainder of the sidewalk/trail.
8. The Revised Preliminary Plat drawing being updated as necessary to address remaining staff comment prior to proceeding to City Council.

9. The Applicant acknowledging that before any building permits will be issued for construction of any dwelling structures within Woodland Estates Plat 1, a Final Plat must be recorded. Permits associated with the installation of site utilities may be issued.
10. The Applicant constructing and receiving City approval and acceptance of all public improvements or providing surety for all public improvements prior to City Council consideration of the associated final plat. In the event that surety is provided, City Council acceptance of the public improvements shall occur prior to issuance of any occupancy permit, including temporary occupancy for any dwelling constructed.
11. Prior to issuance of any building permits for construction, available water and appropriate vehicle accesses to the satisfaction of the City's Fire Marshal shall be available.
12. The Applicant providing the following, prior to City Council consideration of the associated final plat:
  - a. Surety for buffers and sidewalks.
  - b. Payment of all fees, including fees related to streetlights, street signs, sewer cap charges and water connection fees.
  - c. All legal agreements and easements, including Parkland Dedication Agreement.
  - d. Executed Storm Water Management Facility Maintenance Agreement. Certification letter and as-built drawings shall be required to be provided prior to issuance of any occupancy permits, including temporary occupancy permits for any of the last five (5) dwellings constructed within this Phase 1 development area.

### **Exhibit B: Legal Description**

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE SOUTH 83°58'55" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1314.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°09'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 969.32 FEET TO THE NORTHEAST CORNER OF OUTLOT 'Z', MAJESTIC OAKS PLAT 1, AN OFFICIAL PLAT; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 42.84 FEET AND WHOSE CHORD BEARS NORTH 81°31'04" EAST, 42.80 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 211.90 FEET AND WHOSE CHORD BEARS NORTH 66°57'27" EAST, 208.28 FEET; THENCE SOUTH 89°25'25" EAST, 253.52 FEET; THENCE SOUTH 28°14'55" EAST, 581.42 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 425.00 FEET, WHOSE ARC LENGTH IS 220.36 FEET AND WHOSE CHORD BEARS NORTH 51°30'42" EAST, 217.90 FEET; THENCE SOUTH 53°20'31" EAST, 466.46 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00°34'21" WEST ALONG SAID EAST LINE, 261.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.47 ACRES (935,159 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Platinum Pointe Townhomes, Southwest corner of Bridgewood Boulevard and S. 88<sup>th</sup> Street – Approve a Site Plan to construct 66 attached townhomes – Hale Development Co., LLC – PPSP-005198-2021

**Resolution: Approval of Site Plan**

**Background:** Brad Kuehl with Bishop Engineering, on behalf of the applicant and property owner, Hale Development Co., LLC, requests approval of a Site Plan for the approximately 13.352-acre property located at the southwest corner of Bridgewood Boulevard and S. 88<sup>th</sup> Street. The applicant proposes to construct 66 attached townhomes.

**Staff Review & Comment:**

- **Financial Impact:** There is no City funding of this project; however, there is staff time for processing of development application and inspections during construction.
- **History:** Platinum Pointe Townhomes (FNA Whisper Ridge Townhomes) was previously approved in 2015 (SP-002568-2014). No work was done to vest the entitlement and the Preliminary Plat expired in 2016. The Site Plan presented has been reviewed and revised to conform to current codes and standards. The preliminary plat for the development was approved by the City Council on August 16, 2021.
- **Staff Note:** Only the Site Plan of the combined Preliminary Plat/Site Plan application is subject of this approval. As noted, the Preliminary Plat aspect was approved August 16<sup>th</sup>. The site plan was held from approval in conjunction with the Preliminary Plat to allow staff time to resolve a few remaining architectural issues.
- **Conditions of Approval:** There is one condition of approval related to providing necessary final drawings and reports.
- **Vesting of Entitlement:** Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

**Outstanding Issues:** There are no outstanding issues.

**Plan and Zoning Commission Action:**

Date: August 23, 2021

Vote: 5-0, for approval, Commissioners Andersen and Costa absent

Recommendation: Approval of Site Plan

**Recommendation:** Approve the Site Plan subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. Submit final drawings &/or reports to the satisfaction of the Director of the Department of Development Services or her designee prior to any physical construction activity for the site.

**Lead Staff Member:** Kara Tragesser, AICP

**Approval Meeting Dates:**

Plan and Zoning Commission	August 23, 2021
City Council	September 7, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>AB</i>

**Publications (if applicable)**

Published In:	n/a
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	6/21/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-073**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant and property owner, Hale Development Co., L.L.C, request approval of the Site Plan for the purpose of constructing 66 attached townhomes on the approximately 13.352-acre property generally located at southwest corner of Bridgewood Drive and S. 88<sup>th</sup> Street as depicted on the location map included in the staff report; and

**WHEREAS**, the Site Plan complies with the findings stated in the applicable provisions of Title 9, Chapter 1, the Comprehensive Plan and City Code.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Site Plan (SP-005198--2021), subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 23, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting on August 23, 2021, by the following vote:

AYES: Conlin, Crowley, Davis, Drake, Hatfield

NAYS:

ABSTENTIONS:

ABSENT: Andersen, Costa

ATTEST

  
Recording Secretary

Prepared by: Kara Tragesser, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A SITE PLAN TO CONSTRUCT 66 ATTACHED TOWNHOMES**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code the applicant and property owner, Hale Development Co., LLC, requests approval of the Platinum Pointe Townhomes Site Plan for the property located at the southwest corner of Bridgewood Boulevard and S. 88<sup>th</sup> Street and legally described in attached Exhibit "B" for the purpose of constructing 66 attached townhomes; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, the Site Plan complies with findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8, the Comprehensive Plan and City Code; and

**WHEREAS**, on August 23, 2021, the Plan and Zoning Commission recommended to the City Council, by a 5-0 vote, for approval of the Site Plan; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the Site Plan.

**NOW, THEREFORE**, The City Council does approve the Platinum Pointe Townhomes Site Plan (SP-005198-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on September 7, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. Address remaining staff comments and submit final drawings &/or reports to the satisfaction of the Director of the Department of Development Services or her designee prior to any physical construction activity for the site.

**Exhibit B: Legal Description**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; EXCEPT THE SOUTH 66.00 FEET, THEREOF; AND EXCEPT, WHISPER RIDGE PLAT 1, 2, AND 3, OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND CONTAINS 13.352 ACRES, MORE OR LESS

PRELIMINARY- NOT FOR CONSTRUCTION

# PLATINUM POINTE TOWNHOMES PRELIMINARY PLAT/SITE PLAN

CITY CASE# PPSP-005198-2021

### SHEET INDEX:

C0.1	COVER SHEET
C1.1	EXISTING CONDITIONS/DEMO PLAN
C2.1	LAYOUT PLAN
C2.2	PLAT
C3.1	GRADING PLAN / SWPPP
C4.1	UTILITY PLAN
C5.1	PAVING PLAN
C6.1/C6.2	LANDSCAPE PLAN

### PROPERTY DESCRIPTION:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; EXCEPT THE SOUTH 66.00 FEET, THEREOF; AND EXCEPT, WHISPER RIDGE PLAT 1, 2, AND 3, OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND CONTAINS 13.352 ACRES, MORE OR LESS.

### ADDRESS:

SOUTH 88TH STREET AND BRIDGEWOOD BOULEVARD  
WEST DES MOINES, IOWA 50265

### OWNER/APPLICANT:

HALE DEVELOPMENT COMPANY LLC  
6620 TONI DRIVE  
DES MOINES, IA 50313  
LISA COWART, PROJECT MANAGER  
515-289-1271

### COMPREHENSIVE PLAN

EXISTING: MD: MEDIUM DENSITY RESIDENTIAL  
PROPOSED MD: MEDIUM DENSITY RESIDENTIAL

ZONING: RM-12 MEDIUM DENSITY RESIDENTIAL DISTRICT

FRONT YARD = 30'  
PERIMETER YARD = 35'  
SIDE YARD = 15'  
POSTAGE STAMP LOTS = 7, MIN SEPARATION BETWEEN BUILDINGS = 14'

DENSITY: 66 TOWNHOME UNITS RESULTS IN 8793 SF PER UNIT OR 4.9 UNITS PER ACRE.

### IMPERVIOUS AREA:

TOTAL SITE AREA = 13.352 ACRES = 581,616 SF  
5.78 ACRES = 251,921 SF = 43.3 PERCENT OF SITE AREA  
IMPERVIOUS AREA BREAKDOWN:  
BUILDINGS - 150,150 SF = 25.8 %  
PRIVATE STREET - 46,824 SF = 8.1 %  
WALKS, DRIVES, AND PARKING - 54,947 SF = 9.5 %  
PERVIOUS AREA = OPEN SPACE:  
7.54 ACRES = 328,442 SF = 56.5 PERCENT OF SITE AREA  
OPEN SPACE REQUIRED = 20 PERCENT (2.67 ACRES = 116,323 SF)

### BENCHMARK:

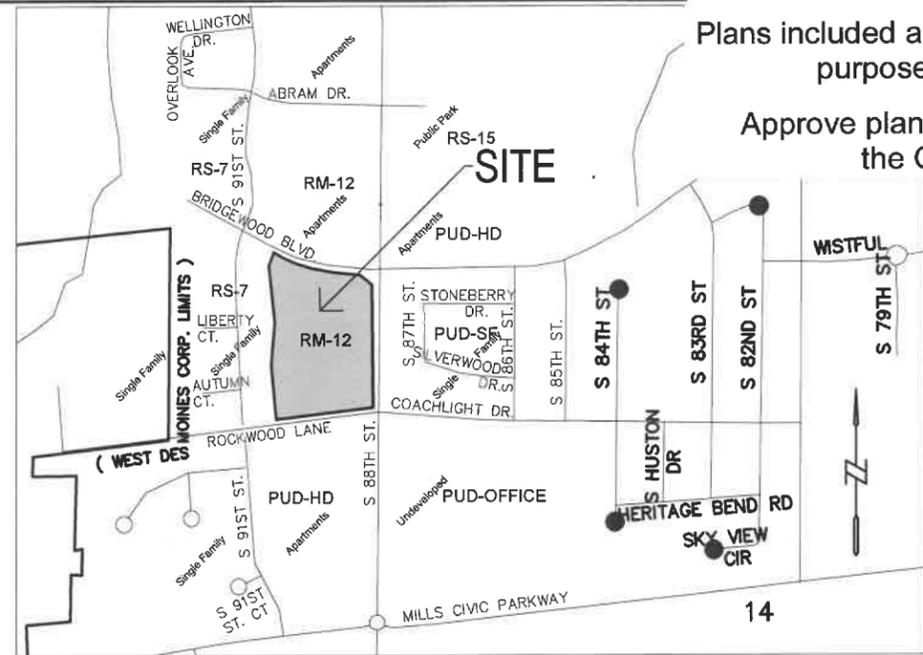
BURY BOLT ON HYDRANT 188 FEET SOUTH OF BRIDGEWOOD CENTERLINE AND 37 FEET EAST OF 88TH STREET CURB, ELEV. 217.49 (WDM DATUM)  
BURY BOLT ON HYDRANT 33 FEET NORTH AND 117 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY, ELEV. 217.35 (WDM DATUM)

CITY OF WEST DES MOINES BM# 33  
STANDARD BENCHMARK MONUMENT, 700 BLOCK OF 88TH STREET (X AVENUE, DALLAS COUNTY), 1100+ FEET SOUTH OF ASHWORTH ROAD, 32 FEET WEST OF THE CENTERLINE OF 88TH STREET AND 10 FEET SOUTH OF THE FENCE LINE (1/4 SECTION LINE).  
ELEV. 227.49 WDM DATUM

CITY OF WEST DES MOINES BM# 124  
STANDARD BENCHMARK MONUMENT IN THE CENTER OF A 6 FOOT WIDE CONCRETE MEDIAN IN MILLS CIVIC PARKWAY, 169 FEET EAST OF THE WEST END OF THE MEDIAN.  
ELEV. 203.65 WDM DATUM

### GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS. THE CITY OF WEST DES MOINES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- CITY OF WEST DES MOINES ENGINEERING DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION IN THE RIGHT-OF-WAY OR ANY PUBLIC UTILITY OR BEFORE ANY WEEKEND OR HOLIDAY WORK.
- ANY CHANGES PROPOSED TO THE PLAN SET DURING CONSTRUCTION SHALL RECEIVE THE WRITTEN APPROVAL OF THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES MADE DURING CONSTRUCTION THAT HAVE NOT RECEIVED THE WRITTEN PERMISSION FROM THE CITY OF WEST DES MOINES DEVELOPMENT SERVICES DEPARTMENT.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES
- THE PROJECT MANAGER SHALL BE RESPONSIBLE TO SET UP A PRE-CONSTRUCTION MEETING WITH THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT ONE WEEK PRIOR TO THE PLANNED START OF CONSTRUCTION. THE PROJECT MANAGER SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT WITH SUBMITTALS OF ALL CONSTRUCTION MATERIALS.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- ALL CONSTRUCTION CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. REPORT ALL TEST RESULTS TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS. PROVIDE INSPECTION REPORTS TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY AND PRIOR TO A STORM EVENT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS AND SUDAS 2011.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.
- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES. FINAL AS-BUILT RECORDS SHALL BE PROVIDED TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL CONTACT BISHOP ENGINEERING AT 515-276-0467 TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED. FINAL AS-BUILT RECORDS SHALL BE PROVIDED TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE. ALL DRAIN TILES KNOWN TO THE CONTRACTOR SHALL BE NOTED AND ADDED TO THE AS-BUILT PLAN SET.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- CLEANING AND TELEVISIONING OF ALL SANITARY SEWER AND STORM SEWER IS REQUIRED. MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. ALL PUBLIC SEWERS CONSTRUCTED AS A PART OF THIS PLAT WILL BE TELEVISIONED BY THE CITY OF WEST DES MOINES AS PART OF THE FINAL INSPECTION. CONTACT WEST DES MOINES PUBLIC WORKS RON WIESE AT 515-222-3480) A MINIMUM OF 48 HOURS IN ADVANCE. CONTRACTOR SHALL PREP SEWERS TO BE CLEAR AND FREE OF DEBRIS.
- WATERMANS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF WEST DES MOINES. TESTING SHALL BE COORDINATED WITH THE CITY.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
- SEE SEPARATE SET OF PLANS FOR DETAILED PUBLIC AND PRIVATE IMPROVEMENTS RELATED TO THIS PROJECT



VICINITY MAP  
SCALE: 1" = 500'

### PARKING CALCULATIONS:

2 SPACES / UNIT = 132 SPACES REQUIRED  
264 SPACES PROVIDED WITH 2 IN THE GARAGE  
AND 2 IN DRIVE FOR EACH UNIT

NOT INCLUDING THE DRIVEWAY PARKING:  
OFF STREET PARKING REQUIRED = NONE  
OFF STREET PARKING PROVIDED = 19 SPACES

### WEST DES MOINES GENERAL NOTES:

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.

### DEVELOPMENT NOTES:

- CONSTRUCTION PLANS FOR ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS DEVELOPMENT NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION OF SAID PUBLIC IMPROVEMENTS.
- PROPERTY OWNER IS RESPONSIBLE FOR THE INSTALLATION OF STREETLIGHTS ADJACENT TO ALL PUBLIC STREETS.
- PROPERTY OWNER IS RESPONSIBLE FOR THE INSTALLATION OF SIDEWALKS ADJACENT TO ALL PUBLIC STREETS BORDERING THE PROPERTY.

### SOILS:

COMPLY WITH ALL NOTATIONS AND RECOMMENDATIONS INCLUDED IN THE GEOTECHNICAL REPORT, ABE PM 141461 DATED 12-3-2014.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: PRELIMINARY DATE: \_\_\_\_\_  
LARRY D. HYLER, P.L.S. 14775  
LICENSE RENEWAL DATE: DEC. 31, 2022  
PAGES OR SHEETS COVERED BY THIS SEAL: C1.1 & C2.2



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: PRELIMINARY DATE: \_\_\_\_\_  
DAVID B. BENTZ, P.E. 17143  
LICENSE RENEWAL DATE: DEC. 31, 2021  
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1 THRU C5.1

### UTILITY LEGEND:

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- SAN — SANITARY SEWER
- ST — STORM SEWER
- G — GAS LINE
- W — WATER LINE
- UE — UNDERGROUND ELECTRIC
- OE — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- CATV — CABLE TV LINE
- FIO — FIBER OPTIC LINE
- TELEPHONE RISER
- TELEPHONE MANHOLE
- ▲ GROUND LIGHT
- ★ LIGHT POLE
- ⚡ POWER POLE
- ⚡ TRANSFORMER POLE
- ⊠ ELECTRIC TRANSFORMER
- ⊠ ELECTRIC METER
- ⊠ CLEAN-OUT
- INTAKE
- SURFACE INTAKE
- TRAFFIC SIGNAL MANHOLE
- ★ FIRE HYDRANT
- ⊠ WATER VALVE
- GAS METER
- DENOTES NUMBER OF PARKING STALLS

### SURVEY LEGEND:

- SECTION CORNER- FOUND AS NOTED
- PROPERTY CORNER- FOUND IR W/ VPC ID #116747
- PROPERTY CORNER- PLACED 3/4" IRON PIPE W/ YELLOW PLASTIC CAP ID #9532
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE
- P.R.A. PREVIOUSLY RECORDED AS
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (100) STREET ADDRESS

Plans included are for illustrative purposes only.

Approve plans on file with the City.

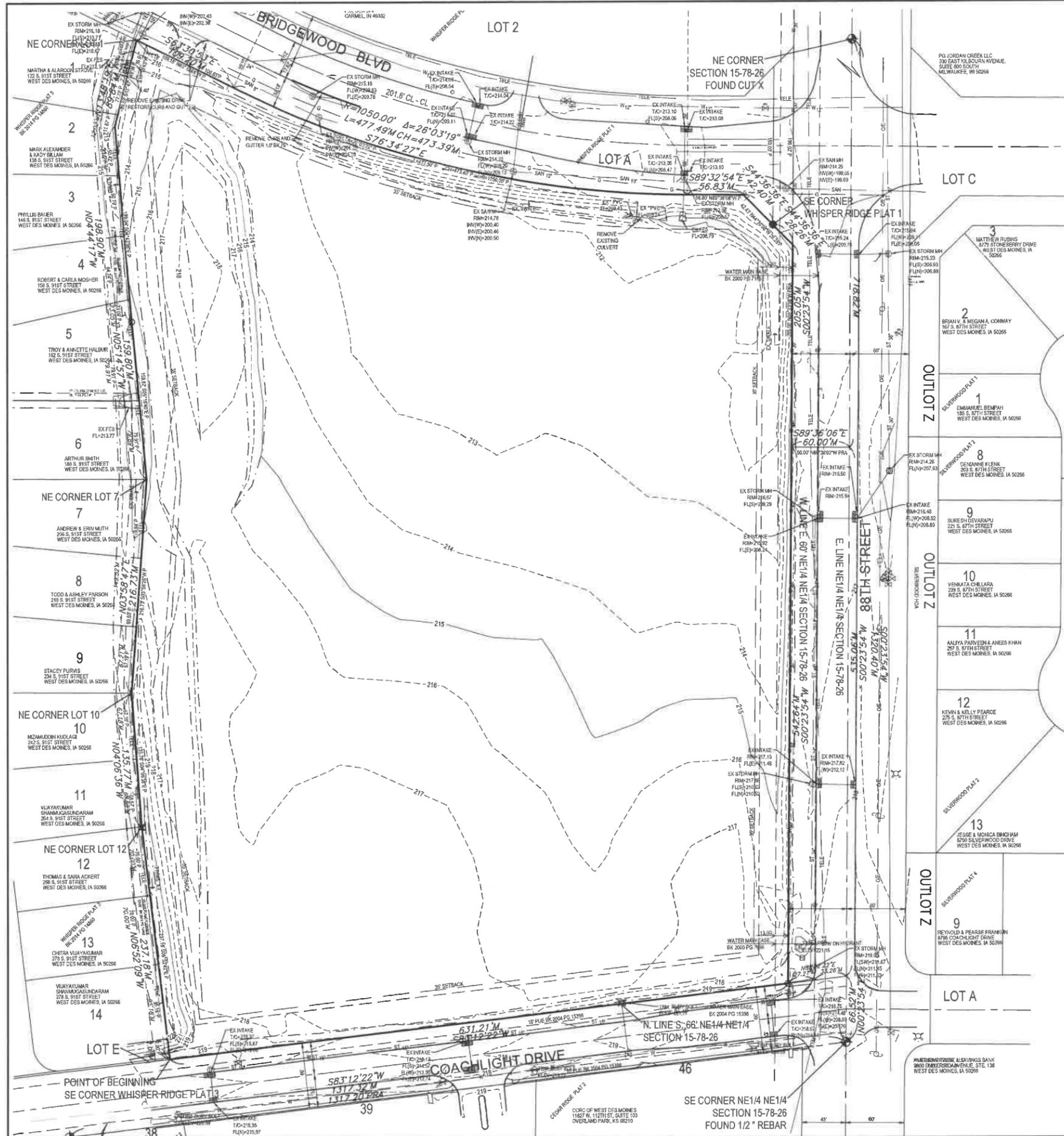


PLATINUM POINTE TOWNHOMES  
SITE PLAN / PRELIMINARY PLAT  
COVER SHEET

M:\land projects 2013\130452\dwg\Z BASE.dwg 5/21/2015

REFERENCE NUMBER:
DRAWN BY: SV, BA
CHECKED BY:
REVISION DATE: 1. LAST REVIEW 2015 2. RESUBMIT 05/30/21 3. RESUBMIT 07/07/21 4. RESUBMIT 07/30/21
PROJECT NUMBER: 210136
SHEET NUMBER: C0.1

PRELIMINARY - NOT FOR CONSTRUCTION



**GENERAL NOTES:**

1. SEE COVER SHEET FOR LEGAL DESCRIPTION AND VICINITY SKETCH.
2. THIS SITE IS NOT LOCATED IN A SPECIAL FEMA FLOOD HAZARD ZONE.

**DEMO NOTES:**

1. CONTRACTOR SHALL OBTAIN ANY AND ALL REQUIRED PERMITS.
2. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, AND STATE OF IOWA
3. CONTRACTOR SHALL BE REQUIRED TO HAVE ANY AND ALL BURIED UTILITIES MARKED OR EXPOSED IN ADVANCE OF THE WORK.
4. DISPOSE OF ALL DEMOLITION MATERIALS OFF SITE IN A LAWFUL MANNER. INCLUDE DISPOSAL IN THE BASE BID. NO EXTRA PAYMENT WILL BE PAID FOR DISPOSAL.

**BENCHMARK:**

BURY BOLT ON HYDRANT 188 FEET SOUTH OF BRIDGEWOOD CENTERLINE AND 37 FEET EAST OF 88TH STREET CURB, ELEV. 217.49 (WDM DATUM)  
 BURY BOLT ON HYDRANT 33 FEET NORTH AND 117 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY, ELEV. 217.35 (WDM DATUM)  
 BURY BOLT ON HYDRANT 33 FEET NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY, ELEV. 218.75 (WDM DATUM)

CITY OF WEST DES MOINES BM# 35  
 STANDARD BENCHMARK MONUMENT, 206 FEET EAST OF THE CENTERLINE OF SOUTH 88TH STREET AND 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY.  
 ELEV. 219.04 WDM DATUM

CITY OF WEST DES MOINES BM# 124  
 STANDARD BENCHMARK MONUMENT IN THE CENTER OF A 6 FOOT WIDE CONCRETE MEDIAN IN MILLS CIVIC PARKWAY, 169 FEET EAST OF THE WEST END OF THE MEDIAN.  
 ELEV. 203.65 WDM DATUM

**UTILITY NOTE:**

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

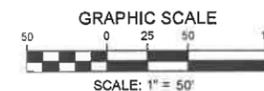


**UTILITY LEGEND:**

- SS SANITARY SEWER MANHOLE
- SSM STORM SEWER MANHOLE
- SAN SANITARY SEWER
- ST STORM SEWER
- G GAS LINE
- W WATER LINE
- LWE UNDERGROUND ELECTRIC
- O/E OVERHEAD ELECTRIC
- T TELEPHONE LINE
- TR TELEPHONE RISER
- TM TELEPHONE MANHOLE
- GL GROUND LIGHT
- LP LIGHT POLE
- PP POWER POLE
- TP TRANSFORMER POLE
- ET ELECTRIC TRANSFORMER
- EM ELECTRIC METER
- CO CLEAN-OUT
- INT INTAKE
- SI SURFACE INTAKE
- TS TRAFFIC SIGNAL MANHOLE
- FD FIRE HYDRANT
- WV WATER VALVE
- GM GAS METER
- PN DENOTES NUMBER OF PARKING STALLS

**SURVEY LEGEND:**

- SC SECTION CORNER - FOUND AS NOTED
- PC PROPERTY CORNER - FOUND IN W/ YPC ID #18747
- PO PROPERTY CORNER - PLACED 3/4" IRON PIPE
- WP YELLOW PLASTIC CAP ID #9332
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE
- P.R.A. PREVIOUSLY RECORDED AS
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



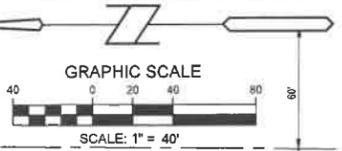
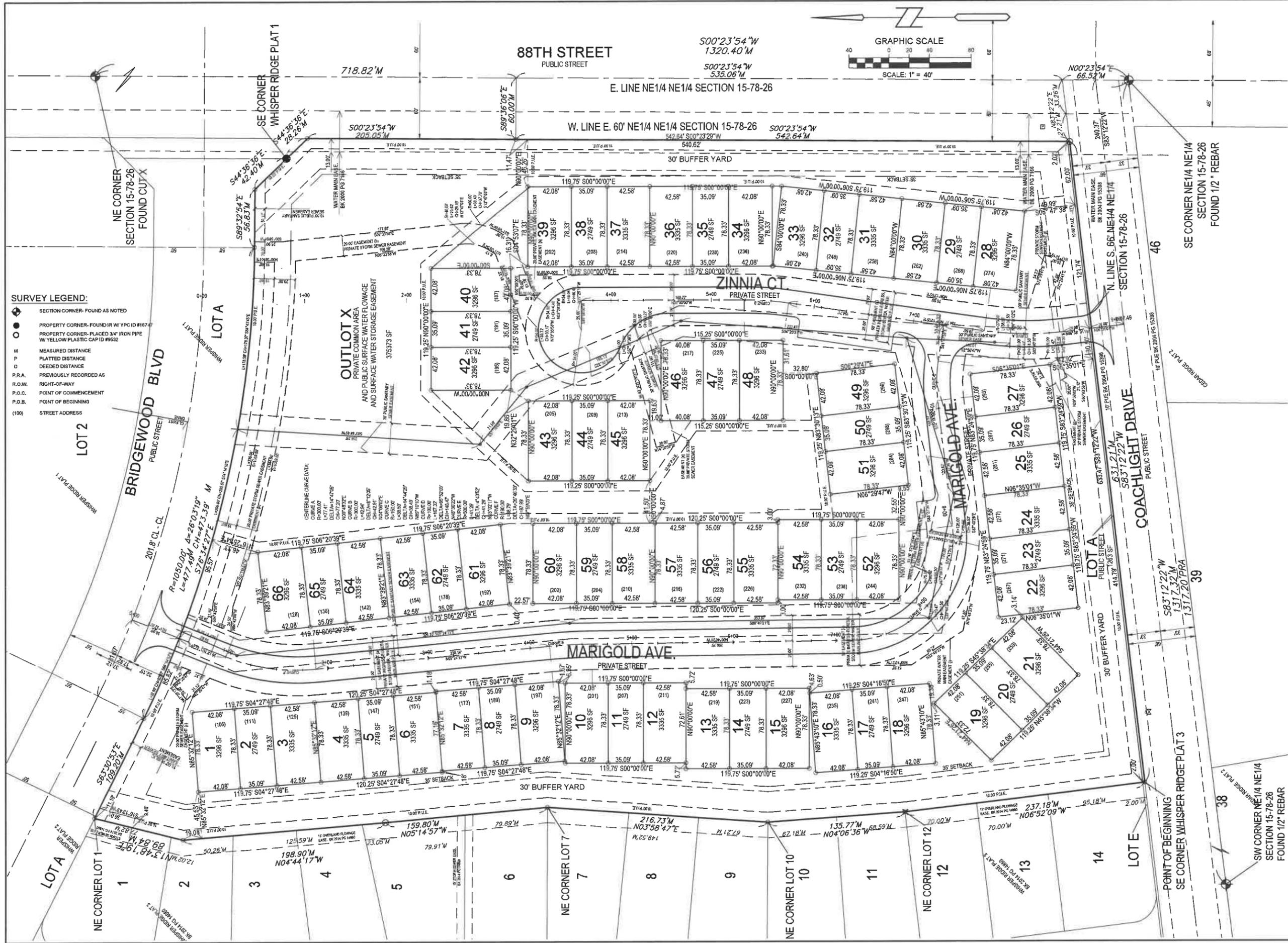
**Bishop Engineering**  
 "Planning Your Successful Development"  
 3501 104th Street  
 Des Moines, Iowa 50323-3925  
 Phone: (515) 276-0467 Fax: (515) 276-0417  
 Civil Engineering & Land Surveying  
 Established 1959

**PLATINUM POINTE TOWNHOMES  
 SITE PLAN / PRELIMINARY PLAT  
 EXISTING CONDITIONS / DEMO PLAN**

REFERENCE NUMBER:	
DRAWN BY:	SV, BA
CHECKED BY:	
REVISION DATE:	1. LAST REVIEW 2015 2. RESUBMIT 05/30/21 3. RESUBMIT 07/07/21 4. RESUBMIT 07/30/21
PROJECT NUMBER:	210136
SHEET NUMBER:	C1.1



PRELIMINARY- NOT FOR CONSTRUCTION



- SURVEY LEGEND:**
- SECTION CORNER- FOUND AS NOTED
  - PROPERTY CORNER- FOUND IN W YPC ID #167
  - PROPERTY CORNER- PLACED 3/4" IRON PIPE W YELLOW PLASTIC CAP ID #932
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - D DEEDED DISTANCE
  - P.R.A. PREVIOUSLY RECORDED AS
  - R.O.W. RIGHT-OF-WAY
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - (100) STREET ADDRESS

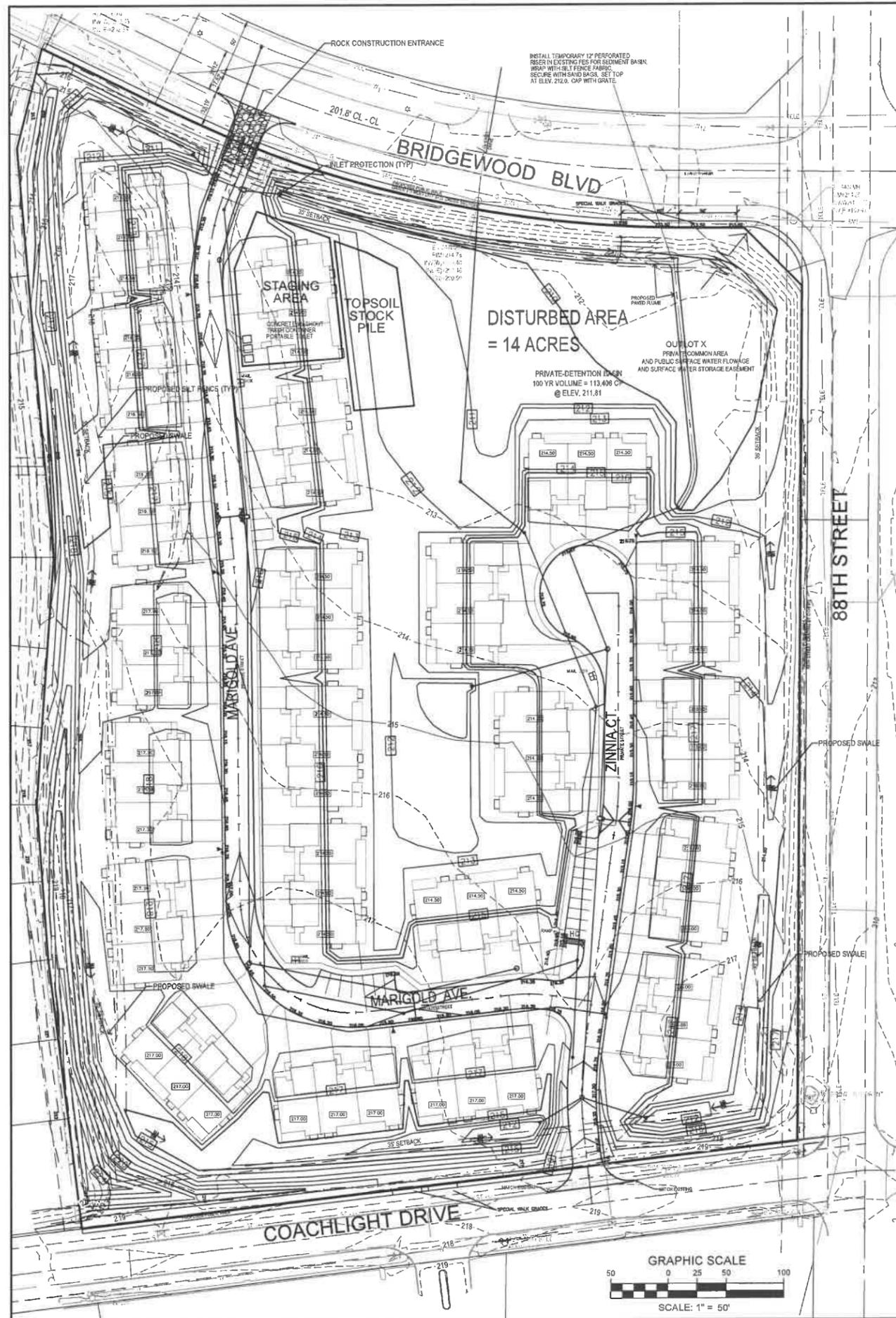


**Bishop Engineering**  
 "Planning Your Successful Development"  
 3501 104th Street  
 Des Moines, Iowa 50322-3625  
 Phone: (515) 264-6167 Fax: (515) 264-0217  
 Civil Engineering & Land Surveying  
 Established 1959

**PLATINUM POINTE TOWNHOMES**  
**SITE PLAN / PRELIMINARY PLAT**  
**PLAT**

REFERENCE NUMBER:	
DRAWN BY:	SV, BA
CHECKED BY:	
REVISION DATE:	
1. LAST REVIEW 2015	
2. RESUBMIT 05/30/21	
3. RESUBMIT 07/07/21	
4. RESUBMIT 07/30/21	
PROJECT NUMBER:	210136
SHEET NUMBER:	C2.2

PRELIMINARY - NOT FOR CONSTRUCTION



**EROSION CONTROL NOTES:**

1. INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
2. INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
3. INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
4. SEE SWPPP NARRATIVE FOR COMPLETE EROSION CONTROL MEASURES.

**TOPSOIL NOTES:**

1. STRIP AND STOCKPILE 6" OF TOPSOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO 6" DEPTH ON ALL GREEN (NON PAVED AREAS). IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM OF 6" DEPTH IN ALL GREEN AREAS.
3. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS, REASONABLY FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN ONE INCH (25 MM) DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET AND SHALL PROVIDE THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT WITH A WRITTEN VERIFICATION OF MEETING THE MINIMUM TOPSOIL REQUIREMENTS.

**SEEDING / SODDING REQUIREMENTS:**

1. AS INFRASTRUCTURE IMPROVEMENTS AND FINAL FINISH GRADING ARE COMPLETE, SEED ALL DISTURBED AREAS NOT LIKELY TO BE DISTURBED DURING BUILDING CONSTRUCTION WITH SUDAS PERMANENT LAWN MIXTURE. SEED THE BALANCE OF THE SITE WITH TEMPORARY EROSION CONTROL MIXTURE.
2. AS BUILDINGS, DRIVES, AND WALKS ARE COMPLETE, SOD ALL AREAS DISTURBED BY THE BUILDER ACTIVITIES.
3. MULCH ALL SEEDING AREAS WITH SLOPES EXCEEDING 5:1.
4. STAKE ALL SOD ON AREAS WITH SLOPES EXCEEDING 4:1.

**IOWA DNR REQUIREMENTS:**

1. OWNER AND CONTRACTOR SHALL COMPLY WITH ALL STIPULATIONS OF THE NPDES GENERAL PERMIT NO. 2.
2. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AN AS-BUILT SURVEY AND RECORD DRAWINGS OF ALL STORM WATER MANAGEMENT FACILITIES ON SITE. THE RECORDS SHALL INCLUDE CERTIFICATION OF SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS AND SPOT ELEVATIONS OF ALL LOCATIONS WHERE OVERLAND FLOWAGE IN EASEMENT CROSSES A PROPERTY LINE OR RIGHT-OF-WAY.

**GENERAL NOTES:**

1. SEE SUPPLEMENTAL DETAILED STORM WATER POLLUTION PREVENTION PLAN PROVIDED IN THE PROJECT SPECIFICATIONS FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS, AND ADDITIONAL NOTES. ADDITIONAL NOTES AND MEASURES CALLED OUT ON SWPPP SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN ORIGINAL BID.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE LOCAL JURISDICTIONAL GOVERNMENT REQUIREMENTS, CODES, REGULATIONS, ORDINANCES, STANDARDS, POLICIES, AND SPECIAL PROVISIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT I.C.S.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY AND ALL APPROPRIATE SAFETY REGULATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL CONTACT THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL GIVE THE PUBLIC WORKS 48 HOURS ADVANCE NOTICE. ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL JURISDICTIONAL GOVERNMENT. ALL NECESSARY CONSTRUCTION SIGNS AND BARRICADES DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS AND BARRICADES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES STREETS AND HIGHWAYS" AND IN ACCORDANCE WITH THE LOCAL GOVERNMENT REQUIREMENTS.
6. CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY, COUNTY, OR STATE PRIOR TO ANY CONSTRUCTION. A SWPPP AND NPDES PERMIT SHALL BE AVAILABLE ON SITE AT ALL TIMES. THIS SWPPP DRAWING IS ONLY ONE PART OF THE SWPPP WHICH INCLUDES THE NPDES PERMIT, NARRATIVE, GRADING AND UTILITY PLANS, DETAILED CONSTRUCTION PLANS, SITE PLANS, SOILS REPORTS, CONTRACTOR CERTIFICATIONS, INSPECTION REPORTS, AND OTHER SUPPORTING INFORMATION AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING AN ANNOTATED COPY OF THE SWPPP ON SITE DOCUMENTING ANY AND ALL CHANGES, ADDITIONS, AND UPDATES TO THE SWPPP.
7. EROSION CONTROL MEASURES SHOWN AND QUANTITIES LISTED ON THIS PLAN ARE AN ESTIMATION FOR BIDDING PURPOSES ONLY IN ORDER TO ESTABLISH UNIT PRICES. ADDITIONAL MEASURES TO MEET THE REQUIREMENTS OF THE SWPPP AND CHANGING SITE CONDITIONS MAY BE NEEDED IN ORDER TO PREVENT POLLUTION OF THE STORM WATER DISCHARGE FROM THIS SITE. CONTRACTOR SHALL SUBMIT CHANGE ORDERS TO THE OWNER FOR HIS APPROVAL IN ADVANCE OF EXTRA WORK.
8. ALL POLLUTION PREVENTION MEASURES REQUIRED, AS A RESULT OF CONSTRUCTION ACTIVITIES, ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL ACTIONS NECESSARY FOR INSTALLATION OF CONTROL MEASURES FOR COMPLIANCE WITH PERMIT REQUIREMENTS.
9. INSPECTOR SHALL MEET IDNR AND EPA REQUIREMENTS FOR ALL INSPECTION INCLUDING BUT NOT LIMITED TO DISTURBED AREAS, TRACK OUT, ENTRANCE, DISCHARGE POINTS AND STORAGE AREAS.
10. MODIFICATIONS TO THE SWPPP SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
11. THE INSPECTION REPORTS SHALL INCLUDE THE INSPECTOR'S QUALIFICATIONS.
12. ALL CONTRACTORS SHALL SUBMIT A CONTRACTOR'S CERTIFICATION STATEMENT PRIOR TO BEGINNING WORK AT THE SITE. ALL CERTIFICATIONS SHALL BE INCLUDED IN THE SWPPP.
13. CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT-OF-WAY OR ABUTTING PROPERTIES AS THE RESULT OF THIS CONSTRUCTION PROJECT. PERFORM CLEAN UP IMMEDIATELY. DISPOSE OF ALL DEBRIS OFF SITE IN A LAWFUL MANNER. CONTRACTOR SHALL LIMIT ACCESS TO THE SITE ACROSS STABILIZED ACCESS. IN ORDER TO LIMIT THE TRACKING OF SITE SOIL ON ADJACENT RIGHT-OF-WAY AND PROPERTY, STREETS SHALL BE CLEANED DAILY AT THE CLOSE OF WORK AND PRIOR TO ANY RAIN EVENT.
14. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING LANDSCAPING AND INSURE THE SURVIVAL OF EXISTING TREES AND SHRUBS. REPLACE ALL DAMAGED LANDSCAPING MATERIAL AT NO COST TO THE OWNER.
15. ALL DISTURBED AREAS SHALL BE SEED, FERTILIZED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETE.
16. AS FINAL STABILIZATION IS ACHIEVED, THE CONTRACTOR SHALL REMOVE CONTROL DEVICES AND REPAIR AND STABILIZE AREAS DISTURBED DURING THE REMOVAL PROCESS. REMOVAL IS INCLUDED IN THE UNIT PRICE FOR THE CONTROL DEVICE.
17. PROPOSED PUBLIC SIDEWALK FINAL GRADES SHALL MEET CITY OF WEST DES MOINES REQUIREMENTS FOR PARKING AREA ADJACENT TO STREET. GRADING IN THE PUBLIC RIGHT OF WAY OF 88TH STREET AND ROCKWOOD LANE IS BY OTHERS. FINAL GRADING AS REQUIRED FOR THOSE STREETS AND FOR BRIDGEWOOD BLVD IS INCLUDED IN THIS PLATINUM POINTE TOWNHOMES PROJECT. ALL PUBLIC WALK IMPROVEMENTS SHALL COMPLY WITH PROWAG AND CH.12 OF SUDAS 2013 ED.

**UTILITY NOTE:**

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.



**PROPERTY DESCRIPTION:**  
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; EXCEPT THE SOUTH 86.00 FEET, THEREOF; AND EXCEPT, WHISPER RIDGE PLAT 1, 2, AND 3, OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND CONTAINS 13.32 ACRES, MORE OR LESS.

**ADDRESS:**  
88TH AND BRIDGEWOOD  
WEST DES MOINES, IOWA 50265

**OWNER/APPLICANT:**  
HALE DEVELOPMENT COMPANY LLC  
6620 TONI DRIVE  
DES MOINES, IA 50313  
515-288-1271

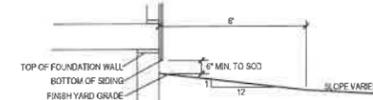
**STREET CLEANING:**  
HALE DEVELOPMENT COMPANY LLC

**EROSION CONTROL:**  
TBD  
PHONE: TBD

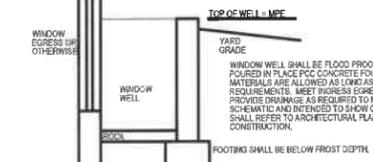
**LEGEND:**

- PROPOSED DRAINAGE SWALE
- SILT FENCE (TYP)
- STREET ADDRESS
- EXISTING CONTOUR
- PROPOSED CONTOUR
- STABILIZED ENTRANCE 30X30'-0" DEEP 2' CLEAN CRUSHED ROCK DRIVE ON GEOTEXTILE

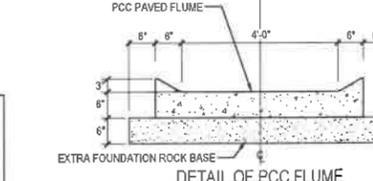
214.50 MPE - MINIMUM PROTECTION ELEVATION  
ALL WINDOW AND DOOR SILLS SHALL BE PLACED AT OR ABOVE THESE ELEVATIONS UNLESS THEY ARE PROTECTED BY FLOOD PROOFED WINDOW WELLS.



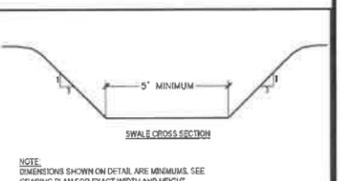
**FOUNDATION GRADE DETAIL**  
NO SCALE



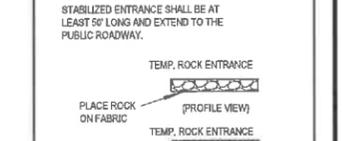
**FLOOD PROOF WINDOW WELL DETAIL**  
NO SCALE



**DETAIL OF PCC FLUME**  
NO SCALE



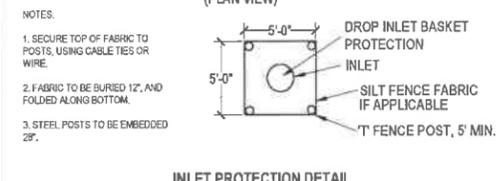
**DRAINAGE SWALE DETAIL**  
NOT TO SCALE



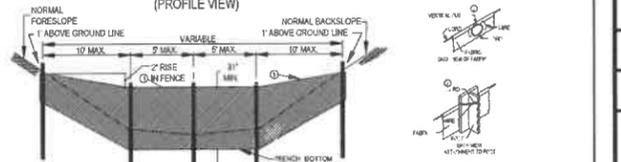
**SITE ENTRANCE DETAIL**  
NOT TO SCALE



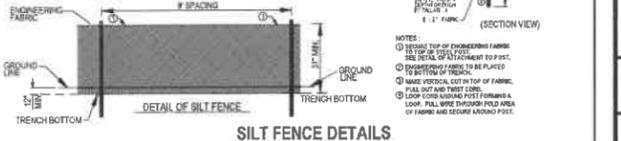
**CONCRETE WASH-OUT BAG DETAIL**  
NOT TO SCALE



**INLET PROTECTION DETAIL**  
NOT TO SCALE



**DETAIL OF SILT FENCE AT DITCH OR SWALE**  
NOT TO SCALE



**SILT FENCE DETAILS**  
NOT TO SCALE



COMPLY WITH ALL NOTATIONS AND RECOMMENDATIONS INCLUDED IN THE GEOTECHNICAL REPORT, ABE PN 141461 DATED 12-3-2014

**Bishop Engineering**  
"Planning Your Successful Development"

3501 104th Street  
Des Moines, Iowa 50325-3825  
Phone: (515) 276-0467 Fax: (515) 276-0217

Established 1959  
Civil Engineering & Land Surveying

**PLATINUM POINTE TOWNHOMES**  
SITE PLAN / PRELIMINARY PLAT  
**GRADING PLAN / SWPPP**

REFERENCE NUMBER:

DRAWN BY:  
SV, BA

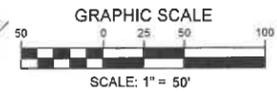
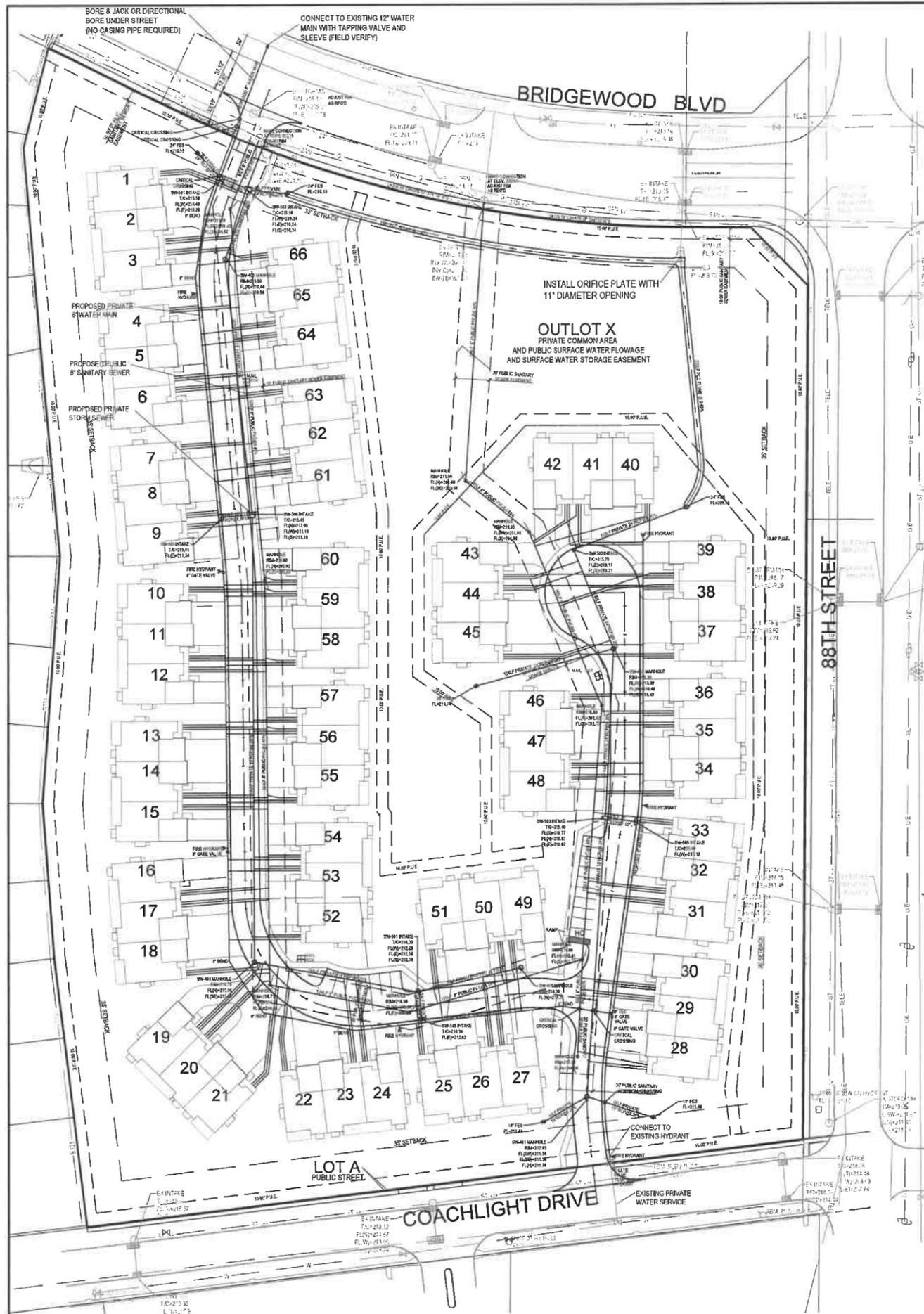
CHECKED BY:

REVISION DATE:  
1. LAST REVIEW 2015  
2. RESUBMIT 05/30/21  
3. RESUBMIT 07/07/21  
4. RESUBMIT 07/30/21

PROJECT NUMBER:  
**210136**

SHEET NUMBER:  
**C3.1**

PRELIMINARY - NOT FOR CONSTRUCTION



PRIVATE WATER MAIN		
12" X 8" TAPPING SLEEVE & VALVE	1	REQ'D
BORE & JACK EXISTING STREET CROSSING	60	LF
8" WATER MAIN	4	REQ'D
8" GATE VALVE	4	REQ'D
8" BEND	6	REQ'D
8"x8" TEE	1	REQ'D
STD HYDRANT ASSEMBLY	7	REQ'D
1" WATER SERVICE	66	REQ'D

**EXISTING UTILITIES:**

EXISTING UTILITIES SHOW WERE GATHERED BY MARKINGS FROM ONE CALL OR REFERENCED OFF UTILITIES COMPANIES PROVIDED MAPS. CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS.

**UTILITY NOTES:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS, CODES, ORDINANCES, REQUIREMENTS, AND REGULATIONS.
- PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
- PRIVATE SANITARY SEWER, PRIVATE STORM SEWER, AND PUBLIC WATER MAIN ARE SHOWN IN MORE DETAIL ON THE PUBLIC IMPROVEMENT PLANS. REFER TO SEPARATE SET OF PUBLIC IMPROVEMENT PLANS FOR DETAILED CONSTRUCTION REQUIREMENTS. IN THE EVENT OF A DISCREPANCY, THE PUBLIC IMPROVEMENT PLANS SHALL GOVERN.
- ALL STORM SEWER CALLED OUT AS RCP SHALL BE CLASS III RCP.
- OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE DETENTION FACILITIES.
- ALL 8" WATER MAIN SHALL HAVE A MINIMUM OF 6" COVER.
- ALL STORM SEWER AND SANITARY SEWER CASTINGS SHALL BE BOLTED DOWN TO STRUCTURE TOP PER SUDAS STANDARDS. COVERS (LIDS/GRADES) SHALL NOT BE BOLTED DOWN TO CASTINGS.
- COORDINATE CITY UTILITY TIE INS AND ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY WITH THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
- ALL HYDRANTS, INCLUDING RELOCATED HYDRANTS, SHALL HAVE STOKZ FITTINGS.
- ADJUST ALL EXISTING UTILITIES TO FINAL GRADE AS REQUIRED INCLUDING BUT NOT LIMITED TO HYDRANTS, VALVES, MANHOLES, INTAKES, SIGNS, HAND HOLES, LIDS, AND CASTINGS.
- ALL FLARED END SECTIONS SHALL INCLUDE FOOTING, JOINT TIES, AND APRON GUARD.
- ALL NEW CONNECTIONS TO EXISTING MANHOLE AND INTAKE STRUCTURES SHALL BE CORE DRILLED. USE LINK SEAL FOR SANITARY CONNECTIONS AND NON-SHRINK MORTAR FOR STORM CONNECTIONS. ANY MANHOLES NEEDING GRADE ADJUSTMENT AND NOT MEETING THE STANDARDS FOR HEIGHT OF ADJUSTING RINGS SHALL BE REBUILT WITH NEW BARREL SECTIONS AS REQUIRED.

**SITE LIGHTING:**

SITE LIGHTING SHALL BE ACCOMPLISHED WITH COACH LIGHTS. EACH UNIT WILL HAVE TWO EXTERIOR COACH LIGHTS MOUNTED ON EITHER SIDE OF THE GARAGE DOOR.

**WEST DES MOINES GENERAL NOTES:**

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1237.54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION. ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.

**SOILS:**

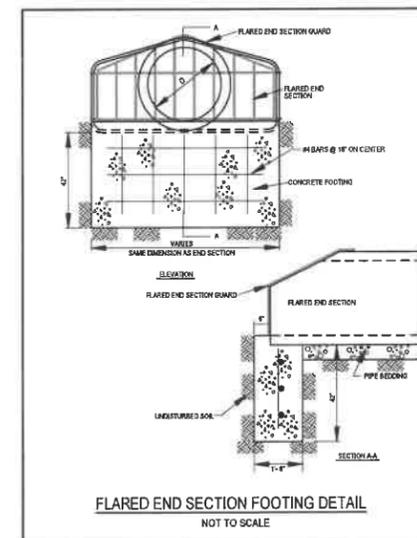
COMPLY WITH ALL NOTATIONS AND RECOMMENDATIONS INCLUDED IN THE GEOTECHNICAL REPORT, ABE PN 141461 DATED 12-3-2014.



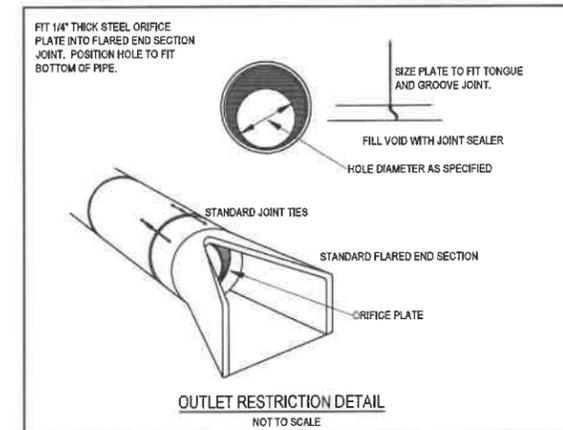
**UTILITY NOTE:**  
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.



ENLARGEMENT 1"=20'



FLARED END SECTION FOOTING DETAIL  
NOT TO SCALE



OUTLET RESTRICTION DETAIL  
NOT TO SCALE

**Bishop Engineering**  
"Planning Your Successful Development"

3501 104th Street  
Des Moines, Iowa 50322-3825  
Phone: (515)726-0467 Fax: (515)726-0217  
Civil Engineering & Land Surveying  
Established 1959

**PLATINUM POINTE TOWNHOMES**  
SITE PLAN / PRELIMINARY PLAT

**UTILITY PLAN**

REFERENCE NUMBER:

DRAWN BY:  
SV, BA

CHECKED BY:

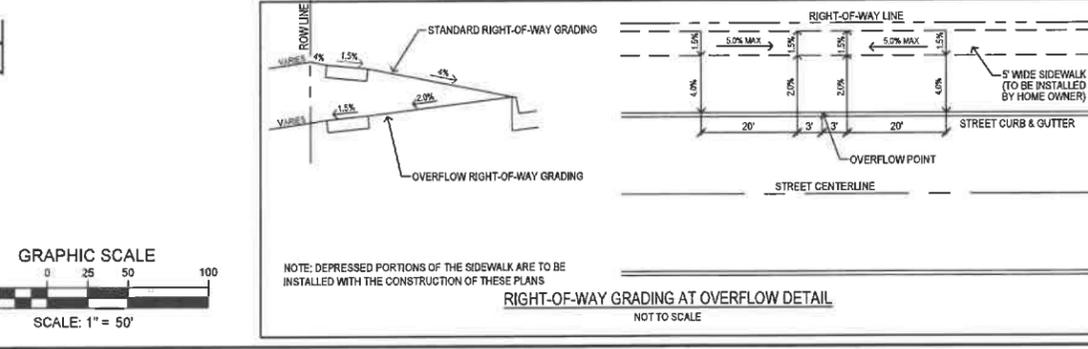
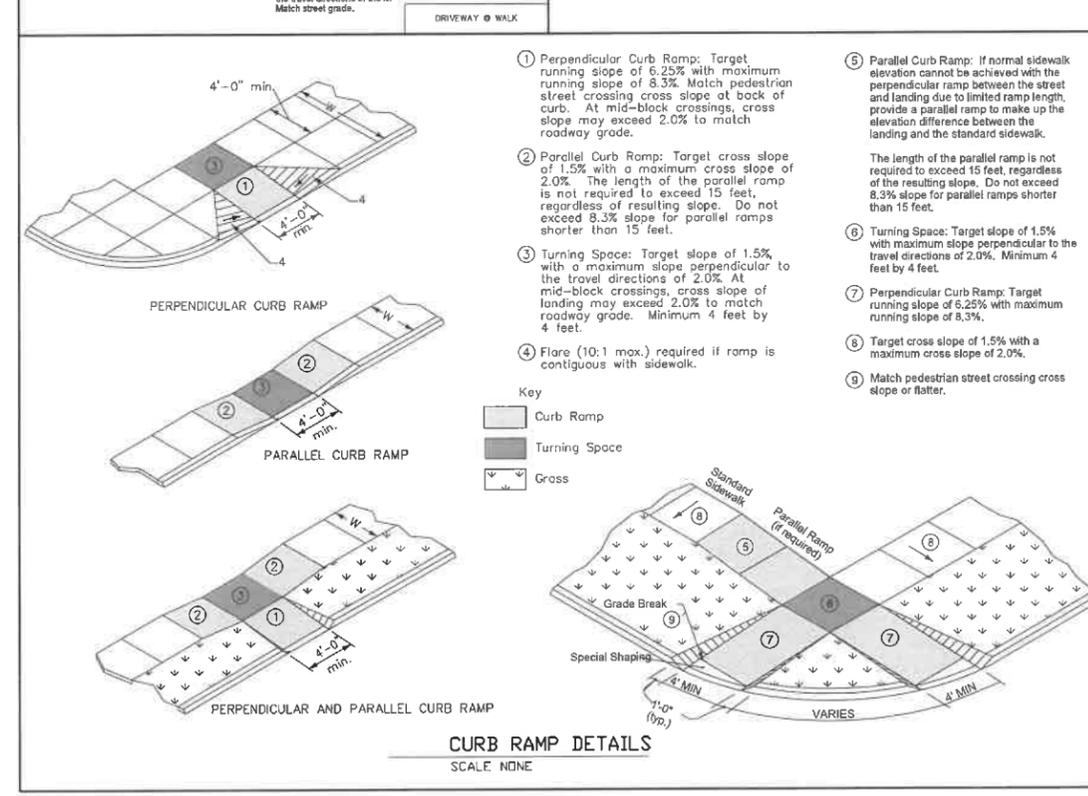
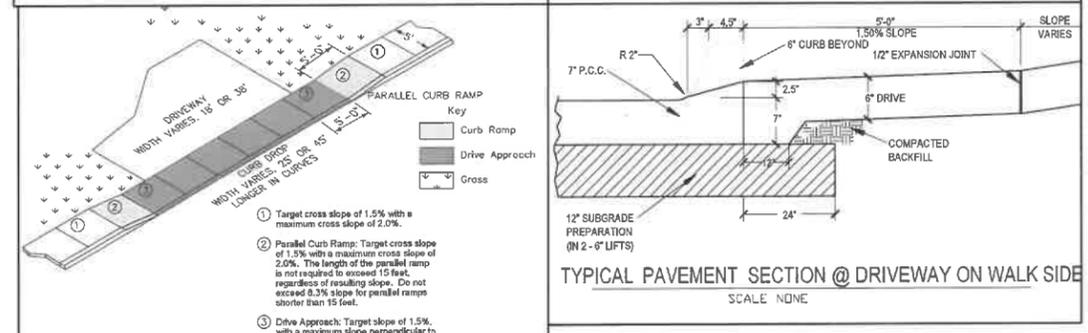
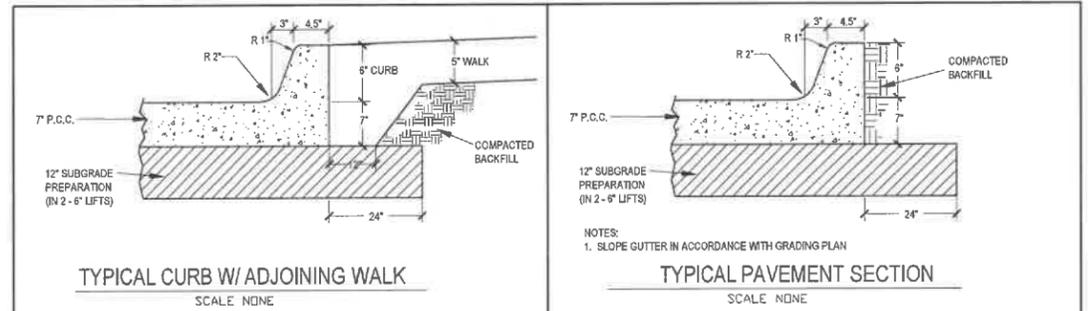
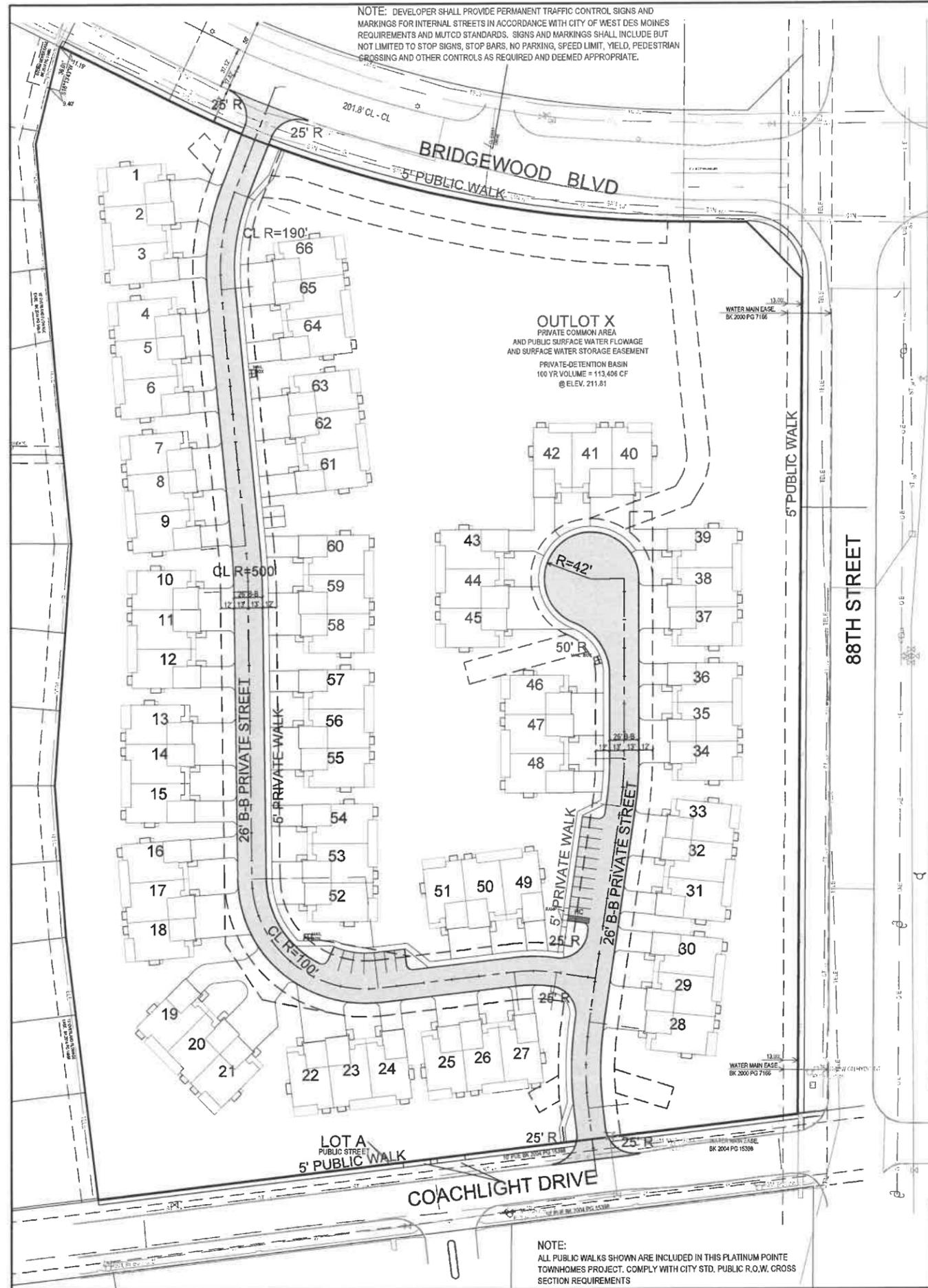
REVISION DATE:  
1. LAST REVIEW 2015  
2. RESUBMIT 05/30/21  
3. RESUBMIT 07/07/21  
4. RESUBMIT 07/30/21

PROJECT NUMBER:  
210136

SHEET NUMBER:

**C4.1**

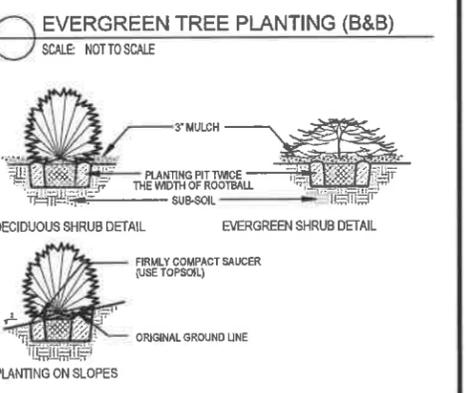
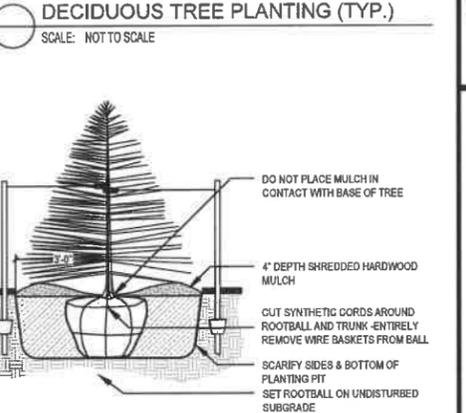
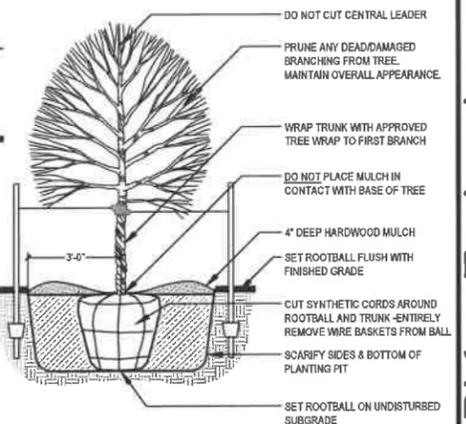
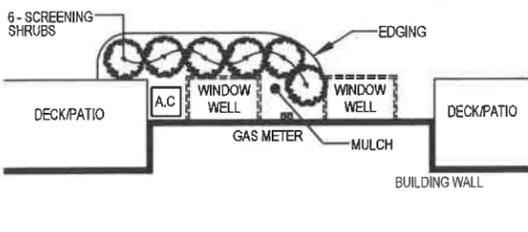
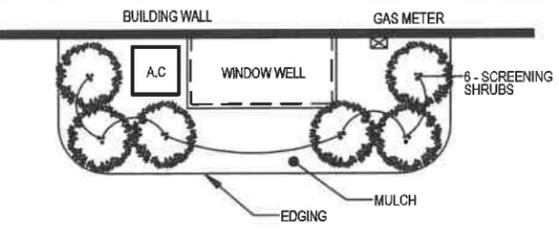
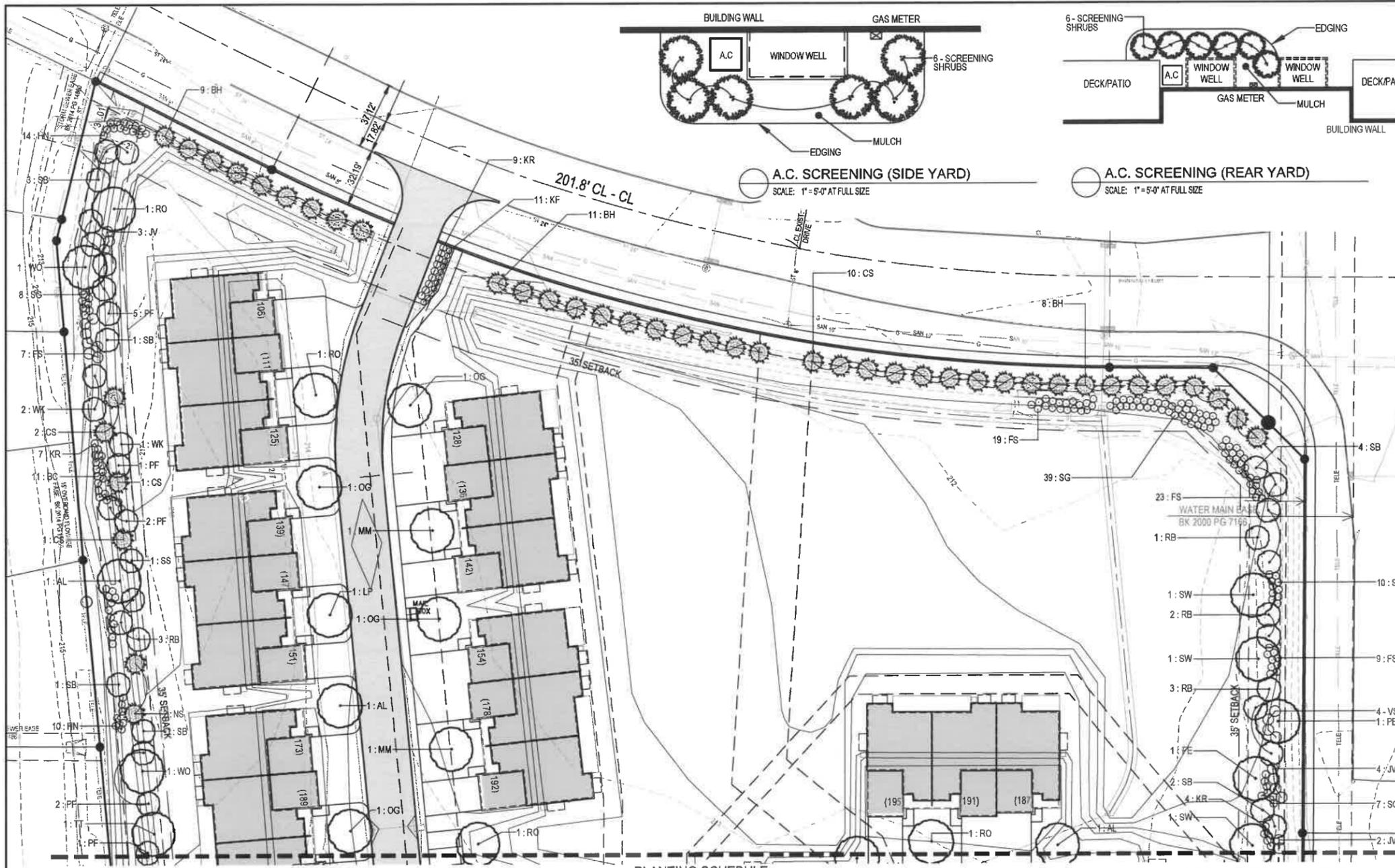
PRELIMINARY - NOT FOR CONSTRUCTION



**Bishop Engineering**  
"Planning Your Successful Development"  
3501 104th Street  
Des Moines, Iowa 50322-3825  
Phone: (515) 276-0467 Fax: (515) 276-0217  
Civil Engineering & Land Surveying  
Established 1959

**PLATINUM POINTE TOWNHOMES**  
SITE PLAN / PRELIMINARY PLAT  
**PAVING PLAN**

REFERENCE NUMBER:  
DRAWN BY:  
SV, BA  
CHECKED BY:  
REVISION DATE:  
1. LAST REVIEW 2015  
2. RESUBMIT 05/30/21  
3. RESUBMIT 07/07/21  
4. RESUBMIT 07/30/21  
PROJECT NUMBER:  
**210136**  
SHEET NUMBER:  
**C5.1**



**LANDSCAPE NOTES:**

- ALL SEEDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SEED ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SO/DSEED LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- PLANT QUANTITIES ARE FOR CONTRACTOR'S CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
- FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
- CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SIZING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT TO SIGNIFICANT WIND SHALL BE STAKED. STAKE AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL EDGING SHALL BE DURAEDEGE 3/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

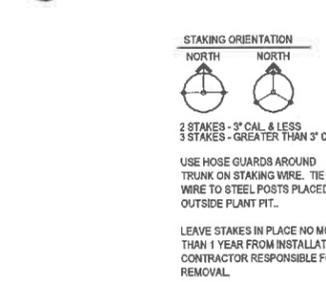
**PLANTING SCHEDULE**

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
AL	7	AMERICAN LINDEN	TILIA AMERICANA	2.5" CAL	B&B	MATCHED SPECIMENS
LP	8	LONDON PLANETREE	PLATANUS ACERIFOLIA 'LOBLODGOODII'	2.5" CAL	B&B	MATCHED SPECIMENS
MM	5	MARMO MAPLE	ACER X FREEMANI 'MARMO'	2.5" CAL	B&B	MATCHED SPECIMENS
OG	11	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.5" CAL	B&B	MATCHED SPECIMENS
PE	3	PIONEER ELM	ULMUS X PIONEER	2.5" CAL	B&B	MATCHED SPECIMENS
RO	19	RED OAK	QUERCUS RUBRA	2.5" CAL	B&B	MATCHED SPECIMENS
SO	3	SCARLET OAK	QUERCUS COCCINEA	2.5" CAL	B&B	MATCHED SPECIMENS
SW	4	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL	B&B	MATCHED SPECIMENS
TT	14	TULIP TREE	LIRIODENDRON TULIPIFERA	2.5" CAL	B&B	MATCHED SPECIMENS
WO	6	WHITE OAK	QUERCUS ALBA	2.5" CAL	B&B	MATCHED SPECIMENS
FF	24	FRANKIE FIRE CRANAPPLE	MALUS 'FRANKIE FIRE'	1.5" CAL	B&B	MATCHED SPECIMENS
RB	37	EASTERN REDBUD	CERCIS CANADENSIS	1.5" CAL	B&B	MATCHED SPECIMENS
SB	23	AUTUMN BRILLIANCE SERENACEBERRY	AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	8" HT	B&B	MATCHED SPECIMENS (CLUMP FORM)
SS	21	SPRING SNOW CRANAPPLE	MALUS SPRING SNOW	1.5" CAL	B&B	MATCHED SPECIMENS
WK	26	WINTER KING HAWTHORN	CRAEAGUS VIRENS 'WINTER KING'	1.5" CAL	B&B	MATCHED SPECIMENS
BH	41	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6"	B&B	FULL FORM TO GROUND
CS	23	COLORADO SPRUCE	PICEA RUFENSIS	6"	B&B	FULL FORM TO GROUND
NS	5	NORWAY SPRUCE	PICEA ABIES	6"	B&B	FULL FORM TO GROUND
AC	43	ALPINE CURRANT	RIBES ALPNUM	#5	CONT	FULL FORM - MATCHED
BC	53	BLACK CHOKEBERRY	ARONIA MELANOCARPA	#5	CONT	FULL FORM - MATCHED
FS	120	FRAGRANT SHALIC	RHUS AROMATICA	#5	CONT	FULL FORM - MATCHED
HN	31	HAKURA NISHIO WILLOW	SALIX INTEGRIFOLIA 'HAKURA NISHIO'	#5	CONT	FULL FORM - MATCHED
ID	29	ISANT LOGWOOD	CORNUS SERICEA 'ISANT'	#5	CONT	FULL FORM - MATCHED
JV	38	JUDO VIBURNUM	VELUTRUM JUDO	30"	B&B	FULL FORM - MATCHED
KF	11	KARL FOERSTER FEW HER REED GRASS	CALAMAGROSTIS ACUTIFOLIA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER
KR	52	KNOCKOUT ROSE	ROSA X 'RAD RAZZ'	#5	CONT	FULL FORM - MATCHED
LD	42	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#5	CONT	FULL FORM - MATCHED
SG	94	SPRING GLORY FORSYTHIA	FORSYTHIA SPRING GLORY	#5	CONT	FULL FORM - MATCHED
VS	4	VANHOUTTE SPirea	SPirea VANHOUTTEI	#5	CONT	FULL FORM - MATCHED
<b>A.C. SCREENING PLANTS</b>						
DY	120	DOENYFORMIS YEW	TAXUS MEDIA 'DOENYFORMIS'	#5	CONT	20 NORTH FACING LOCATIONS
AC	120	ALPINE CURRANT	RIBES ALPNUM	#5	CONT	20 SOUTH FACING LOCATIONS
ID	78	ISANT LOGWOOD	CORNUS SERICEA 'ISANT'	#5	CONT	13 EAST FACING LOCATIONS
LD	78	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#5	CONT	13 EAST FACING LOCATIONS

**LANDSCAPE REQUIREMENTS:**

REQUIREMENT	AMOUNT
<b>OPEN SPACE REQUIREMENTS:</b>	
TOTAL SIZE OF LOT	581,616 SF
TOTAL REQUIRED OPEN SPACE (20%)	116,323 SF
TOTAL LANDSCAPE UNITS (1 / 3000 OF OPEN SPACE)	38.8
<b>TOTAL TREES REQUIRED (2 PER LANDSCAPE UNIT)</b>	78
TOTAL TREES PROVIDED	78
<b>TOTAL SHRUBS REQUIRED (6 PER LANDSCAPE UNIT)</b>	233
TOTAL SHRUBS PROVIDED	233
<b>WEST BUFFERYARD</b>	
TOTAL LENGTH	958.4'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	27.4
TOTAL TREES REQUIRED PER UNIT (1 X 27.4)	28
TOTAL PROVIDED	28
TOTAL ORNAMENTAL TREES REQUIRED PER UNIT (2 X 27.4)	55
TOTAL PROVIDED	55
TOTAL SHRUBS REQUIRED PER UNIT (6 X 27.4)	165
TOTAL PROVIDED	165
<b>SOUTH BUFFERYARD</b>	
TOTAL LENGTH	590.8'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	16.9
TOTAL TREES REQUIRED PER UNIT (1 X 16.9)	17
TOTAL PROVIDED	17
TOTAL ORNAMENTAL TREES REQUIRED PER UNIT (2 X 16.9)	34
TOTAL PROVIDED	34
TOTAL SHRUBS REQUIRED PER UNIT (6 X 16.9)	102
TOTAL PROVIDED	102
<b>EAST BUFFERYARD</b>	
TOTAL LENGTH	707.3'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	20.2
TOTAL TREES REQUIRED PER UNIT (1 X 20.2)	21
TOTAL PROVIDED	21
TOTAL ORNAMENTAL TREES REQUIRED PER UNIT (2 X 20.2)	41
TOTAL PROVIDED	41
TOTAL SHRUBS REQUIRED PER UNIT (6 X 20.2)	122
TOTAL PROVIDED	122

**STAKING ORIENTATION**



NOTE: ANY GROUND MOUNTED MECHANICAL EQUIPMENT (A/C) IS REQUIRED TO BE SCREENED FROM VIEW TO PUBLIC ROADWAYS.

**Bishop Engineering**  
 "Planning Your Successful Development"  
 3501 104th Street  
 Des Moines, Iowa 50322-3825  
 Phone: (515) 276-0467 Fax: (515) 276-0217  
 Established 1959  
 Civil Engineering & Land Surveying

**PLATINUM POINTE TOWNHOMES**  
 SITE PLAN / PRELIMINARY PLAT  
**LANDSCAPE PLAN**

REFERENCE NUMBER:  
 DRAWN BY:  
 SV, BA  
 CHECKED BY:  
 REVISION DATE:  
 1. LAST REVIEW 2015  
 2. RESUBMIT 05/30/21  
 3. RESUBMIT 07/07/21  
 4. RESUBMIT 07/30/21  
 PROJECT NUMBER:  
**210136**  
 SHEET NUMBER:  
**C6.1**

LAND PROJECTS 20210101010101010101 - WINDSPRING RIDGE - A/C LANDSCAPE PLAN - 20210101010101010101 - WINDSPRING RIDGE - A/C LANDSCAPE PLAN - 20210101010101010101







PROJECT NAME:  
**Platinum Pointe**  
Waukee, Iowa

OWNER:  
**Hale Development**

6620 N.W. Toni Dr. Des Moines, IA 50313

DRAWING ISSUE INFORMATION:  
ISSUE FOR : Project Status  
ISSUE DATE : Issue Date

MARK DATE DESCRIPTION

MANAGEMENT INFORMATION:

PROJECT Project Number

PRINCIPAL IN CHARGE: TIM OLSON PROJECT ARCHITECT: JS

DRAWN BY: JW CHECKED BY: JS

© 2021 ETHOS DESIGN GROUP, INC.  
THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT REFERENCED ABOVE. THEY ARE NOT TO BE USED FOR OTHER PROJECTS OR IN LOCATIONS OTHER THAN SPECIFIED WITHOUT THE WRITTEN APPROVAL AND PARTICIPATION OF ETHOS DESIGN GROUP, INC.

SHEET TITLE:  
**OPTION 1 EXTERIOR ELEVATIONS**

SHEET NO.:

**A201**

**PRELIMINARY NOT FOR CONSTRUCTION**



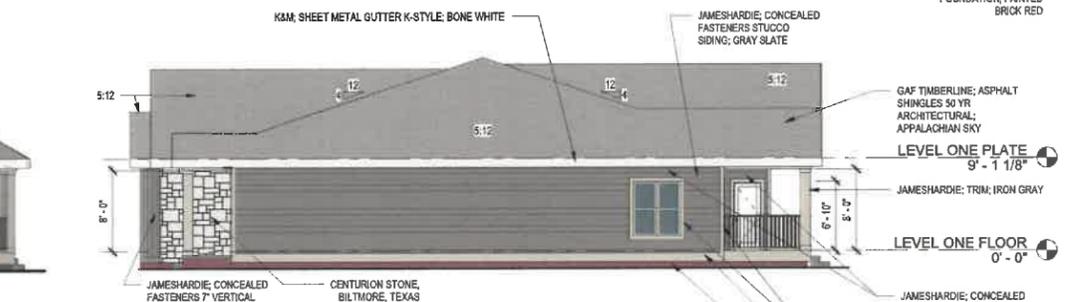
**6 FRONT LEFT ELEVATION**



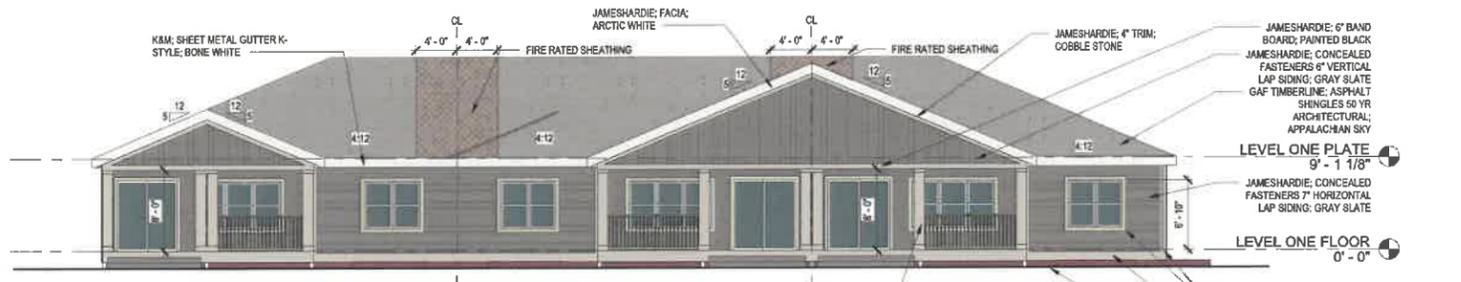
**5 FRONT RIGHT ELEVATION**



**4 LEFT ELEVATION**  
1/8" = 1'-0"



**3 RIGHT ELEVATION**  
1/8" = 1'-0"



**2 REAR ELEVATION**  
1/8" = 1'-0"



**1 FRONT ELEVATION**  
1/8" = 1'-0"

	IMAGE	COLOR	MANUFACTURER	ITEM NUMBER
ROOF	ASPHALT SHINGLE		GAF TIMBERLINE 50 YR ARCHITECTURAL	
GUTTER	BONE WHITE		K&M SHEET METAL	KST540
TRIM	COBBLE STONE		JamesHardie	
STUCCO	GRAY SLATE		JamesHardie	
SIDING	VERTICAL	GRAY SLATE	JamesHardie	
	STONE	BILTMORE TEXAS WHITE	CENTURION STONE	400-310-10
GARAGE DOOR	WHITE		CLOPAY	Clopay's Classic™
FRONT DOOR	BLACK PAINTED			STEEL EXTERIOR DOOR PAINTED



PROJECT NAME:  
**Platinum Pointe**  
Waukee, Iowa

OWNER:  
**Hale Development**

6620 N.W. Toni Dr. Des Moines, IA 50313

DRAWING ISSUE INFORMATION:  
ISSUE FOR : Project Status  
ISSUE DATE : Issue Date

MARK DATE DESCRIPTION

MANAGEMENT INFORMATION:

PROJECT Project Number  
PRINCIPAL IN CHARGE: TIM OLSON PROJECT ARCHITECT: JS  
DRAWN BY: JW CHECKED BY: JS

© 2021 ETHOS DESIGN GROUP, INC.  
THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT REFERENCED ABOVE. THEY ARE NOT TO BE USED FOR OTHER PROJECTS OR IN LOCATIONS OTHER THAN SPECIFIED WITHOUT THE WRITTEN APPROVAL AND PARTICIPATION OF ETHOS DESIGN GROUP, INC.

SHEET TITLE:  
**OPTION 2 EXTERIOR ELEVATIONS**

SHEET NO.:

**A202**



5 FRONT LEFT ELEVATION

4 LEFT ELEVATION  
1/8" = 1'-0"

6 FRONT RIGHT ELEVATION

3 RIGHT ELEVATION  
1/8" = 1'-0"

2 REAR ELEVATION  
1/8" = 1'-0"

1 FRONT ELEVATION  
1/8" = 1'-0"

	IMAGE	COLOR	MANUFACTURER	ITEM NUMBER
ROOF		ASPHALT SHINGLE	GAF TIMBERLINE 50 YR ARCHITECTURAL	
GUTTER		CHARCOAL	K&M SHEET METAL	KST540
TRIM		IRON GRAY	JamesHardie	
SIDING	STUCCO	PEARL GRAY	JamesHardie	
	LAP	PEARL GRAY	JamesHardie	
	VERTICAL	PEARL GRAY	JamesHardie	
	STONE	HACKET LEDGE KY NO BROWN	CENTURION STONE	150-260-16
GARAGE DOOR		GRAY	CLOPAY	Clopay's Classic™
FRONT DOOR		GRAY		STEEL EXTERIOR DOOR PAINTED

**PRELIMINARY NOT FOR CONSTRUCTION**

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Maple Grove Church Shelter, 9155 Ashworth Road – Approve a Minor Modification Level 2 to allow an open-air shelter to be relocated on the site - Ron Sweeney – MML2-005282-2021

**Resolution: Approval of Level 2 Minor Modification to Site Plan**

**Background:** Ron Sweeney, Chair of the Board of Trustees, on behalf of the applicant and property owner, Maple Grove United Methodist Church, requests approval of the Level 2 Minor Modification to Site Plan for the approximately 3.58 acre property located at 9155 Ashworth Road. The applicant proposes to place an existing shelter back in the general location that it was before Ashworth Road was reconstructed to serve a community benefit for pedestrians and bicyclists using the trail that was installed with the roadway.

**Staff Review & Comment:**

- **Financial Impact:** No City funding of the project. Staff time for processing of development application.
- **History:** The property owned by the Maple Grove United Methodist Church was annexed into the City in November 2014. In June 2017, the City Council approved a land use designation for the property of High Density Residential and a zoning of Residential High Density. At the time of annexation, there was a smaller church on the property and an open-air shelter. In 2017, the City approved a site plan for a new, larger church. Also, around the same time, the City was planning the reconstruction and widening of Ashworth Road.

The small church was located within the required right-of-way for the road and needed to be moved. The City needed to acquire additional right-of-way from the church and an agreement for the exchange of right-of-way involved the City's participation in moving the small church to the north.

The move of the church also affected the shelter in that it too had to be moved from behind the church.

- **Key Development Aspects:** The key development aspect related to this request is that but for the widening of Ashworth this shelter would not have been required to move from its former location, which is approximately 35 feet from the current right-of-way/property line. Since the removal of the shelter was needed due to the widening of Ashworth Road, Staff recommends that the Plan & Zoning Commission and City Council allow the shelter to be reconstructed in its former location, which is not in compliance with the current front yard setback.
- **City Code Exemption:** In the event that a City project is contrary to City zoning regulations, the City Council may grant an exemption to the zoning regulations. Section 9-3-3.D.1.g of City Code states the following:

*Improvements undertaken by the City which the City Council determines serve a legitimate public purpose, but which may be contrary to or deviate from City zoning regulations shall be exempt from the requirements of the West Des Moines Code of Ordinances. (In this case, the improvement is the widening of Ashworth Road)*

*In making its determination, the City Council shall consider: whether the improvement is necessary or appropriate for the convenience, service or welfare of the general public; whether there is a feasible alternative for the improvement, considering size, location or*

*other relevant characteristics of the improvement; the extent to which the improvement is detrimental to adjoining or affected landowners or residents.*

*The City Council shall weigh these and any other factors it determines relevant and grant the exemption if it determines that, on balance, the benefit of the improvement to the health, safety and welfare of the community is greater than the burden created by exempting the improvement from the Code of Ordinances.*

• **Conditions of Approval:**

- **Open-Air Shelter** – the shelter, as it exists today, is open to the elements on all four sides which reduces the massing and presence of the structure. Staff is recommending that the shelter be allowed to be put back in the general vicinity of where it was prior to the road widening with the condition of approval that the shelter remain open on all four sides. The view through the shelter to the church is to be preserved allowing it to be the primary structure on the site and the shelter to be less noticeable and secondary.
- **Events Involving the Shelter:** The shelter is to be for the use of the church, such as church picnics, and to allow informal use by pedestrians and bicyclists as a community benefit. Any formal gathering, such as yard sales, church fundraising, or non-church related activity will require the church to obtain a temporary use permit. The requirement of a temporary use permit is to preserve the informal use of the shelter as temporary use permits may be granted for only 16 days out of the year.
- **Vesting of Entitlement:** Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

**Outstanding Issues:** There are no outstanding issues.

**Plan and Zoning Commission Action:**

Date: August 23, 2021

Vote: 5-0 for approval, Commissioners Andersen and Costa absent

Recommendation: Approval of Site Plan

**Recommendation:** Approve the Level 2 Minor Modification to Site Plan request, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. That the City Council allow the shelter to be located in the same general area as it was prior to the City obtaining additional right-of-way for the widening of Ashworth Road and relocation of the original church building.
2. That the shelter remains open on all four sides unless it is relocated to comply with all building setback regulations adopted at the time of enclosure of the shelter.
3. That temporary use permits will be obtained for non-church activities or church fundraising activities involving the use of the shelter.

**Lead Staff Member:** Kara Tragesser, AICP

**Approval Meeting Dates:**

Plan and Zoning Commission	August 23, 2021
City Council:	September 7, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>JA</i>

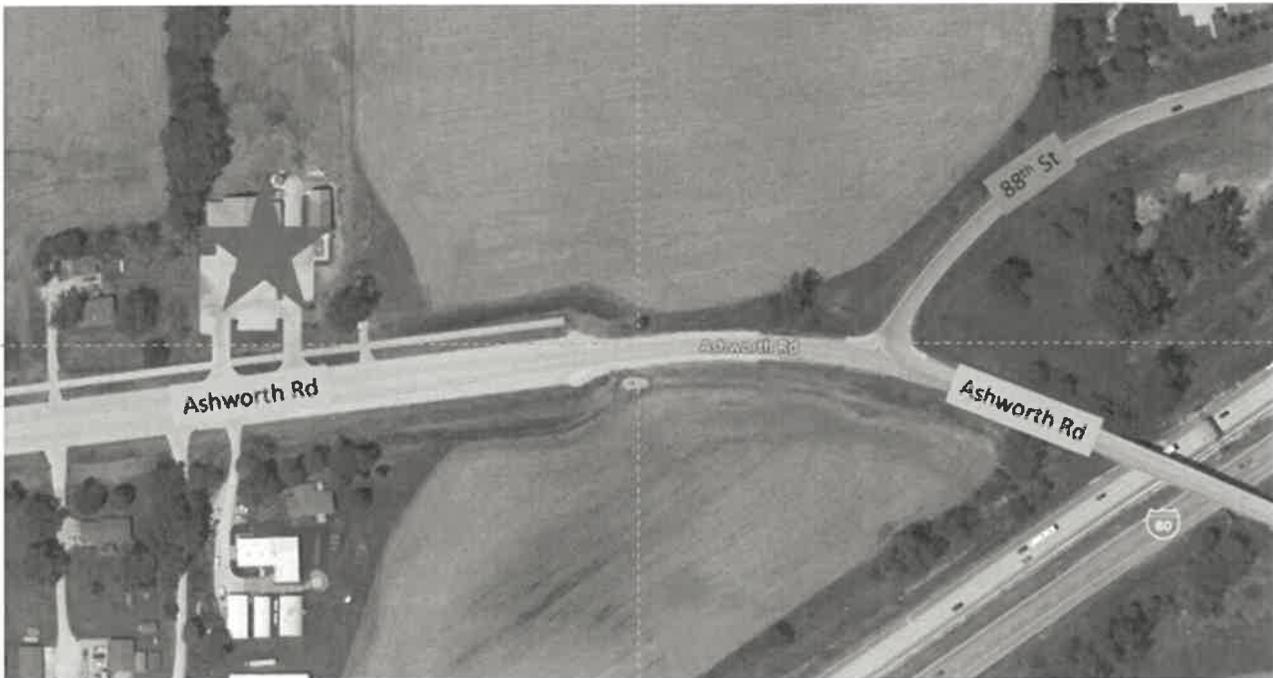
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	8/16/21
Recommendation (not required)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

**Location Map**



**A RESOLUTION OF THE PLAN AND ZONING COMMISSION**  
**NO. PZC-21-074**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant, Ron Sweeney, Chair of the Board of Trustees for the property owner, Maple Grove United Methodist Church, requests approval of the Level 2 Minor Modification to Site Plan for the approximately 3.58-acre property located at 9155 Ashworth Road as depicted on the location map included in the staff report. The applicant requests approval to relocate an open-air shelter 35 feet from the current right-of-way/property line; and

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of the Comprehensive Plan and City Code.

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of Title 9 based on the application of Section 9-3-3.D.1.g, as stated in the staff report.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Level 2 Minor Modification to Site Plan (MML2-005282-2021), subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 23, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting on August 23, 2021,

by the following vote:

**AYES:** Conlin, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Andersen, Costa

**ATTEST**   
Recording Secretary

Prepared by: Kara Tragesser, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

---

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A MINOR MODIFICATION LEVEL 2 TO ALLOW THE RELOCATION OF AN OPEN-AIR SHELTER ON THE PROPERTY**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Ron Sweeney, Chair of the Board of Trustees, on behalf of the property owner, Maple Grove United Methodist Church, requests approval of Minor Modification Level 2 for that property located at 9155 Ashworth Road and legally described in attached Exhibit 'B' for the purpose of relocating an open-air shelter, original to the site, at 35 feet from the current right-of-way/property line; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, the Minor Modification Level 2 complies with findings stated in the applicable provisions of the Comprehensive Plan and City Code; and

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8 based on the application of Section 9-3-3.D.1.g, as stated in the staff report.

**WHEREAS**, on August 23, 2021, the Plan and Zoning Commission recommended to the City Council, by a 5-0 vote, for approval of the Minor Modification Level 2; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the Minor Modification Level 2.

**NOW, THEREFORE**, The City Council does approve the Maple Grove United Methodist Church Shelter Minor Modification Level 2 (MML2-005282-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. That the City Council allow the shelter to be located in the same general area as it was prior to the City obtaining additional right-of-way for the widening of Ashworth Road and relocation of the original church building.
2. That the shelter remains open on all four sides unless it is relocated to comply with all building setback regulations adopted at the time of enclosure of the shelter.
3. That temporary use permits will be obtained for non-church activities or church fundraising activities involving the use of the shelter.

**Exhibit B: Legal Description**

Beginning at the Southwest Corner of the Southeast Quarter of Section 3 Township 78 Range 26 thence north 10 rods thence east 13 rods thence south 10 rods thence west 13 rods to the place of beginning; and

Parcel A of Parcel B as shown on the Plat of Survey recorded at Book 2011 Page 7682, dated November 16, 2017 and recorded at the Dallas County, Iowa, Records Office,

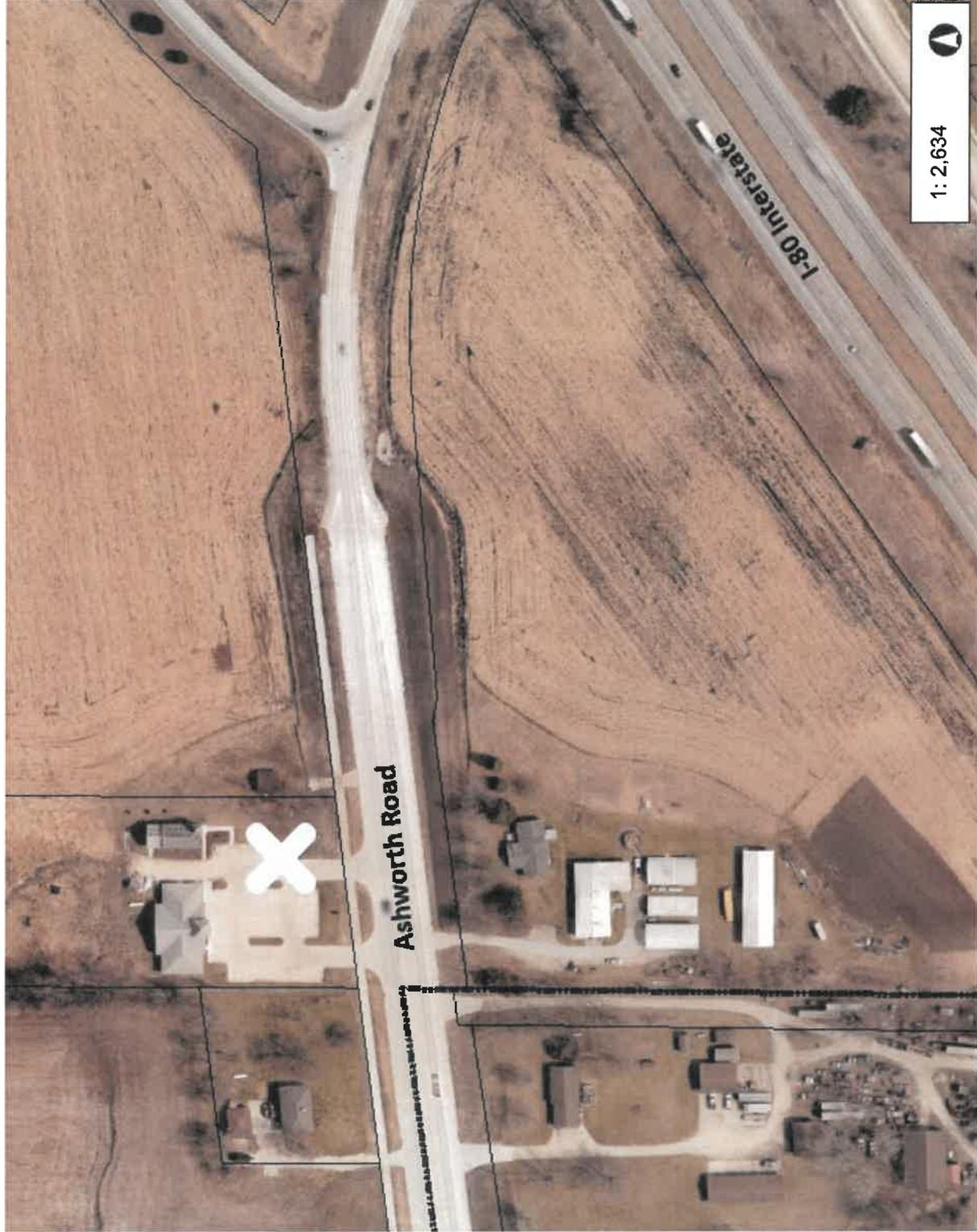
Except

As shown on the Acquisition Plat and described in the Warranty Deed recorded at Book 2019 Page 4872, dated April 10, 2019 and recorded at the Dallas County, Iowa, Records Office

All located within the City of West Des Moines, Dallas County, Iowa.

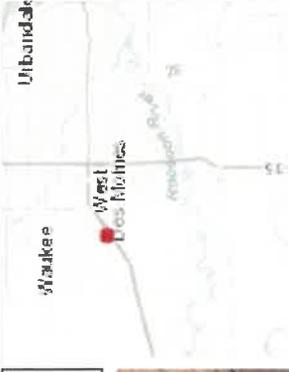


# Maple Grove UMC 9155 Ashworth Road



## Legend

- Corporate Limits
- Parcels



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Maple Grove UMC 9155 Ashworth Road



1: 842



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



## Legend

-  Corporate Limits
-  Parcels



**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** September 7, 2021

**ITEM:** Railroad Park Restrooms, 425 Railroad Place – Approve Level 2 Minor Modification to Site Plan to allow construction of a new restroom facility – City of West Des Moines Parks and Recreation Department – MML2-005273-2021

**Resolution: Approval of Level 2 Minor Modification to Site Plan**

**Background:** Nick Wittkop with Larson Engineering Inc., on behalf of the applicant and property owner, City of West Des Moines, requests approval of the Level 2 Minor Modification to Site Plan for the approximately 0.19-acre property located at 425 Railroad Place. The applicant proposes to construct a new year-round restroom facility and associated site improvements.

**Staff Review & Comment:**

- **History:** In 1999, the property received site plan approval to construct the improvements currently on-site today. According to the 1999 staff report for the original site plan approval, the Parks and Recreation Department requested permanent bathrooms as part of a Railroad Place streetscape improvement project but was then changed to portable bathroom facilities.
- **Key Development Aspects:** The subject property is within the Open Space zoning district which requires a 10-acre minimum lot size and 50' front, rear, and side yard setbacks. The subject property is approximately 25-feet in depth making compliance with the setback requirements not feasible.
- **City Code Exemption:** In the event that a City project is contrary to City zoning regulations, the City Council may grant an exemption to the zoning regulations. Section 9-3-3.D.1.g of City Code states the following:

*Improvements undertaken by the City which the City Council determines serve a legitimate public purpose, but which may be contrary to or deviate from City zoning regulations shall be exempt from the requirements of the West Des Moines Code of Ordinances. (In this case, the improvement is the widening of Ashworth Road)*

*In making its determination, the City Council shall consider: whether the improvement is necessary or appropriate for the convenience, service or welfare of the general public; whether there is a feasible alternative for the improvement, considering size, location or other relevant characteristics of the improvement; the extent to which the improvement is detrimental to adjoining or affected landowners or residents.*

*The City Council shall weigh these and any other factors it determines relevant and grant the exemption if it determines that, on balance, the benefit of the improvement to the health, safety and welfare of the community is greater than the burden created by exempting the improvement from the Code of Ordinances.*

Typically, Minor Modifications to Site Plan applications are approved administratively. Because the project does not comply with current bulk regulations in zoning, approval will need to be done by the City Council with a determination that the project is providing a legitimate public purpose.

- **Vesting of Entitlement:** Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

**Outstanding Issues:** There are no outstanding issues.

**Plan and Zoning Commission Action:**

Date: August 23, 2021

Vote: 5 yes, 0 no, 2 absent

Recommendation: Approval of Level 2 Minor Modification to Site Plan

**Plan and Zoning Commission Meeting Discussion:** At the meeting, David Sadler, Parks Superintendent shared that the project is located within the Valley Junction moratorium area and department staff understands that if the Minor Modification application is approved, a building permit cannot be obtained until the City Council modifies or removes the moratorium.

To clarify the next steps in the process, a condition of approval related to the building permit has been added.

**Recommendation:** Approve the Level 2 Minor Modification to Site Plan request, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. The Applicant acknowledging that a building permit cannot be obtained until the City Council modifies or removes the Valley Junction moratorium, or otherwise grants special permission to allow construction to commence.

**Lead Staff Member:** Bryce Johnson

**Approval Meeting Dates:**

Plan and Zoning Commission	August 23, 2021
City Council: First Reading	September 7, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>ap</i>

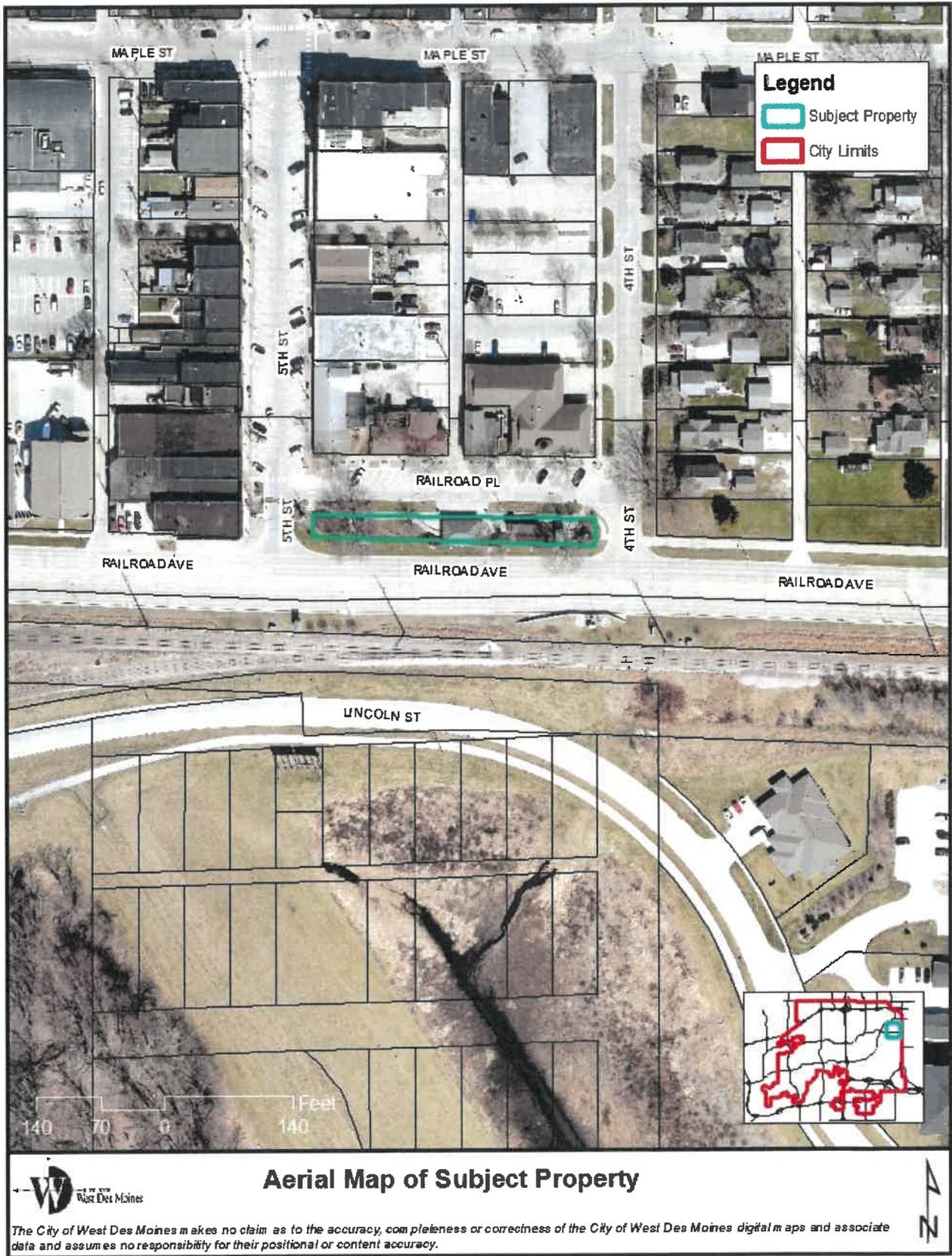
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	8/16/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

# Location Map



# PROJECT: WDM RAILROAD PARK RESTROOM FACILITY

PLANS INCLUDED ARE FOR ILLUSTRATIVE  
PURPOSES ONLY – APPROVED PLANS ON FILE  
WITH THE CITY

## PARCEL LEGAL DESCRIPTIONS AND BENCHMARKS

LEGAL DESCRIPTION:  
PART OF LOT C VALLEY JUNCTION (8,024 S.F./0.18 AC)

LOCATION:  
DISTRICT/PARCEL: 320/04142-000-000  
GEO PARCEL: 7825-14-107-001  
NEIGHBORHOOD/POCKET: WD09/Z

BMP#1 WEST DES MOINES STD BM #058 INTERSECTION OF 4TH STREET  
AND RAILROAD AVENUE, NORTHWEST CORNER OF INTERSECTION, 41  
FEET WEST OF CENTERLINE OF 4TH STREET, 55 1/2 FEET NORTH OF  
CENTERLINE OF RAILROAD AVENUE.  
ELEVATION = 38.23 (WDM DATUM)

## ZONING & COMPREHENSIVE PLAN

ZONING: OS - OPEN SPACE  
COMPREHENSIVE PLAN: PG - PARKS AND GREENWAY

# CITY OF WEST DES MOINES PARKS AND RECREATION 4200 MILLS CIVIC PARKWAY, SUITE 1B WEST DES MOINES, IA 50265

CITY CASE NAME: RAILROAD PARK RESTROOMS  
CITY CASE NUMBER: MML2-005273-2021

## BUILDING DATA

PROPOSED STRUCTURE  
HEIGHT: 1-STORY, 14'-0" (PEAK)  
AREA: 550 SF  
PROGRAM: 2-STALL MEN'S RESTROOM, 2-STALL WOMEN'S RESTROOM, FAMILY  
RESTROOMS, AND UTILITY SPACE

## IMPERVIOUS/OPEN SPACE DATA

TOTAL SITE AREA = 0.18 AC (8,024 S.F.)  
IMPERVIOUS SURFACES  
EXISTING IMPERVIOUS TO BE REMOVED 1,350 S.F.  
NEW IMPERVIOUS: 1,895 S.F.

## VICINITY MAP



## INDEX OF DRAWINGS

T	Title Sheet
C1	Site Demolition Plan
C2	Paving & Grading Plan
C3	Site Utility Plan
D100	Landscape Demolition Plan
L100	Landscape Overall Layout Plan
L800	Landscape Site Details
A2.0	Colored Exterior Elevations

## PROJECT CONTACTS

OWNER/APPLICANT:  
CITY OF WEST DES MOINES  
PARKS & RECREATION  
4200 MILLS CIVIC PARKWAY, SUITE 1B  
WEST DES MOINES, IA 50265  
CONTACT: KEVIN CONN  
TEL: 515.222.3444  
EMAIL: KEVIN.CONN@WDM.IOWA.GOV

CIVIL ENGINEER:  
LARSON ENGINEERING, INC.  
1001 OFFICE PARK ROAD, STE 120  
WEST DES MOINES, IA 50265  
CONTACT: MICHAEL A. MURPHY, P.E.  
TEL: 515.225.4377  
EMAIL: MMURPHY@LARSONENGR.COM

ARCHITECT:  
STUDIO MELEE  
1312 LOCUST STREET, SUITE 100Z  
DES MOINES, IA 50309  
CONTACT: CHRISTOPHER P. WERNIMONT, AIA  
TEL: 515.460.5431  
EMAIL: CHRIS@STUDIOMELEE.COM

LANDSCAPE ARCHITECT:  
JEFFREY L. BRUCE & COMPANY  
300 4TH STREET  
WEST DES MOINES, IA 50265  
CONTACT: EMMA LORENZ  
TEL: 816.842.8969  
EMAIL: ELORENZ@JLBRUCE.COM

I HEREBY CERTIFY THAT THE POSITION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS  
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE.  
I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. MURPHY, P.E.  
PRINTED OR TYPED NAME

SIGNATURE & DATE  
ENGINEER 17096  
DISCIPLINE & REGISTRATION NO.

"C" DRAWINGS  
PAGES OF SHEETS COVERED



PRINT DATE:  
10 AUGUST 2021  
SHEET NAME:  
TITLE SHEET

WDM RAILROAD PARK  
425 RAILROAD AVENUE, RESTROOM  
WEST DES MOINES, IOWA 50265 FACILITY

THESE DRAWINGS ARE THE PROPERTY OF  
STUDIO MELEE AND SHALL  
NOT BE REPRODUCED OR  
TRANSMITTED IN ANY FORM OR BY ANY  
MEANS, ELECTRONIC OR MECHANICAL,  
INCLUDING PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION STORAGE AND  
RETRIEVAL SYSTEM, WITHOUT THE  
WRITTEN PERMISSION OF STUDIO MELEE, LLC. UNAUTHORIZED  
REPRODUCTION IS PROHIBITED.

S T U D I O M E L E E  
1312 LOCUST STREET, SUITE 100Z  
DES MOINES, IOWA 50309

PRELIMINARY NOT FOR CONSTRUCTION

T

**WEST DES MOINES CITY NOTES**

1. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
2. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES (515-222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICATION OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
3. IF ADDITIONAL PAVEMENT REMOVAL IS REQUIRED OTHER THAN A STANDARD BOX OUT, FULL PANEL REMOVAL WILL BE REQUIRED. NO HALF PANEL REMOVAL WILL BE ALLOWED. OVERCUTS AND DAMAGE TO THE REMAINING PAVEMENT EDGE FROM REMOVAL OPERATIONS MUST BE REPAIRED. REPLACEMENT PATCHES MUST BE REINFORCED IN ACCORDANCE WITH CITY STANDARDS.
4. COORDINATE STAGING AND TRAFFIC CONTROL WITH WDM EMERGENCY SERVICES.
5. LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC SERVICES FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.
6. ALL CONNECTION TO PUBLIC SEWERS SHALL BE CORE DRILLED.

**DEMOLITION NOTES**

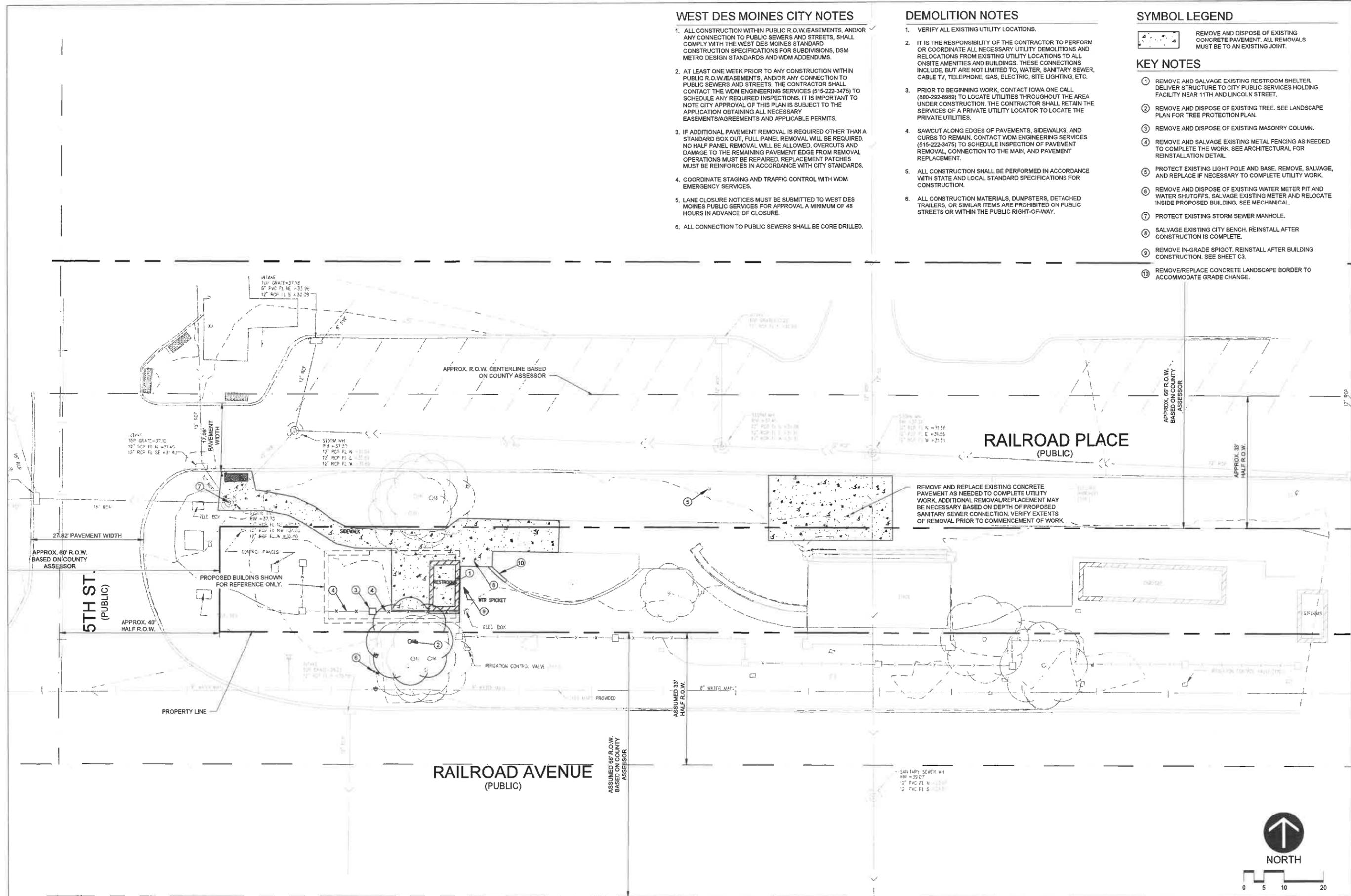
1. VERIFY ALL EXISTING UTILITY LOCATIONS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL NECESSARY UTILITY DEMOLITIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO ALL ONSITE AMENITIES AND BUILDINGS. THESE CONNECTIONS INCLUDE, BUT ARE NOT LIMITED TO, WATER, SANITARY SEWER, CABLE TV, TELEPHONE, GAS, ELECTRIC, SITE LIGHTING, ETC.
3. PRIOR TO BEGINNING WORK, CONTACT IOWA ONE CALL (800-252-8899) TO LOCATE UTILITIES THROUGHOUT THE AREA UNDER CONSTRUCTION. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A PRIVATE UTILITY LOCATOR TO LOCATE THE PRIVATE UTILITIES.
4. SAWCUT ALONG EDGES OF PAVEMENTS, SIDEWALKS, AND CURBS TO REMAIN. CONTACT WDM ENGINEERING SERVICES (515-222-3475) TO SCHEDULE INSPECTION OF PAVEMENT REMOVAL, CONNECTION TO THE MAIN, AND PAVEMENT REPLACEMENT.
5. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION.
6. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

**SYMBOL LEGEND**

REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT. ALL REMOVALS MUST BE TO AN EXISTING JOINT.

**KEY NOTES**

- 1 REMOVE AND SALVAGE EXISTING RESTROOM SHELTER. DELIVER STRUCTURE TO CITY PUBLIC SERVICES HOLDING FACILITY NEAR 11TH AND LINCOLN STREET.
- 2 REMOVE AND DISPOSE OF EXISTING TREE. SEE LANDSCAPE PLAN FOR TREE PROTECTION PLAN.
- 3 REMOVE AND DISPOSE OF EXISTING MASONRY COLUMN.
- 4 REMOVE AND SALVAGE EXISTING METAL FENCING AS NEEDED TO COMPLETE THE WORK. SEE ARCHITECTURAL FOR REINSTALLATION DETAIL.
- 5 PROTECT EXISTING LIGHT POLE AND BASE. REMOVE, SALVAGE, AND REPLACE IF NECESSARY TO COMPLETE UTILITY WORK.
- 6 REMOVE AND DISPOSE OF EXISTING WATER METER PIT AND WATER SHUTOFFS. SALVAGE EXISTING METER AND RELOCATE INSIDE PROPOSED BUILDING. SEE MECHANICAL.
- 7 PROTECT EXISTING STORM SEWER MANHOLE.
- 8 SALVAGE EXISTING CITY BENCH. REINSTALL AFTER CONSTRUCTION IS COMPLETE.
- 9 REMOVE IN-GRADE SPIGOT. REINSTALL AFTER BUILDING CONSTRUCTION. SEE SHEET C3.
- 10 REMOVE/REPLACE CONCRETE LANDSCAPE BORDER TO ACCOMMODATE GRADE CHANGE.

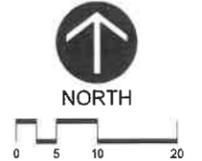


THESE DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND SHALL BE KEPT IN THE OFFICE OF THE ENGINEER. ANY REPRODUCTION OR USE OF ANY PART OF THESE DOCUMENTS FOR ANY OTHER PROJECTS OR IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER IS PROHIBITED.

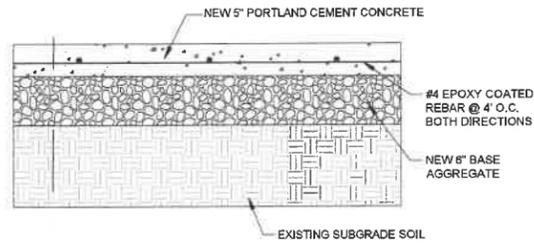
**WDM RAILROAD PARK**  
 425 RAILROAD AVENUE, RESTROOM FACILITY  
 WEST DES MOINES, IOWA 50265

PRINT DATE: 10 AUGUST 2021  
 SHEET NAME: SITE DEMOLITION PLAN

**C1**



PRELIMINARY NOT FOR CONSTRUCTION



**CONCRETE CONSTRUCTION DETAIL**

1  
C2  
NOT TO SCALE

**EROSION CONTROL NOTES**

- INSTALL TEMPORARY EROSION CONTROL MEASURES (INLET PROTECTION, SILT FENCE, AND ROCK CONSTRUCTION ENTRANCES) PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION WORK AT THE SITE.
- EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. THE CONTRACTOR SHALL INSTALL TEMPORARY EARTH DIKES, SEDIMENT TRAPS OR BASINS, ADDITIONAL SILTATION FENCING, AND/OR DISK THE SOIL PARALLEL TO THE CONTOURS AS DEEMED NECESSARY TO FURTHER CONTROL EROSION. ALL CHANGES SHALL BE RECORDED IN THE SWPPP.
- ALL CONSTRUCTION SITE ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE AND FROM THE ENTRANCE TO A POINT 50' INTO THE CONSTRUCTION ZONE.
- THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN A MINIMUM OF 6". THE TRENCH BACKFILL SHALL BE COMPACTED WITH A VIBRATORY PLATE COMPACTOR.
- ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN.
- ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT.
- ALL STORM SEWER CATCH BASINS NOT NEEDED FOR SITE DRAINAGE DURING CONSTRUCTION SHALL BE COVERED TO PREVENT RUNOFF FROM ENTERING THE STORM SEWER SYSTEM. CATCH BASINS NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION SHALL BE PROVIDED WITH INLET PROTECTION.
- IN AREAS WHERE CONCENTRATED FLOWS OCCUR (SUCH AS SWALES AND AREAS IN FRONT OF STORM CATCH BASINS AND INTAKES) THE EROSION CONTROL FACILITIES SHALL BE BACKED BY STABILIZATION STRUCTURE TO PROTECT THOSE FACILITIES FROM THE CONCENTRATED FLOWS.
- INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS SHALL BE RECORDED IN THE SWPPP.
- ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS. ALL REPAIRS SHALL BE RECORDED IN THE SWPPP.
- IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
- ALL SOILS TRACKED ONTO PAVEMENT SHALL BE REMOVED DAILY.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURBS AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
- COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH IDNR DISPOSAL REQUIREMENTS.
- OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH IDNR REGULATIONS.
- EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ONSITE.
- ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW WASHOUT LIQUIDS TO ENTER GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH IDNR REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL GRADED AREAS, ALL TEMPORARY EROSION CONTROL FACILITIES (SILT FENCES, HAY BALES, ETC.) SHALL BE REMOVED FROM THE SITE.
- PREPARATION OF SEED-BED:
  - AREAS ACCESSIBLE TO MACHINERY: AREAS ACCESSIBLE TO FIELD MACHINERY SHALL BE THOROUGHLY WORKED TO A DEPTH OF NOT LESS THAN THREE INCHES (3"). THE SOIL SHALL BE BROUGHT TO A LOOSE, FRIABLE CONDITION, AND SHALL BE PICKED FREE OF ROCKS AND CONCRETE CHUNKS IN EXCESS OF ONE INCH (1") DIAMETER WHERE WEED GROWTH HAS DEVELOPED EXTENSIVELY. THE USE OF A DISK WILL BE ALLOWED TO DISK THESE WEEDS INTO THE GROUND IF THE WEEDS CAN BE COMPLETELY COVERED BY THIS METHOD.
  - AREAS INACCESSIBLE TO MACHINERY: AREAS INACCESSIBLE TO MACHINERY SHALL BE PREPARED BY HAND TO A DEPTH OF NOT LESS THAN ONE AND ONE-HALF INCHES (1-1/2"). THE SOIL SHALL BE BROUGHT TO A LOOSE FRIABLE CONDITION.
  - THE SEEDBED SHALL BE INSPECTED AND APPROVED BY THE CITY ENGINEER PRIOR TO SEEDING.

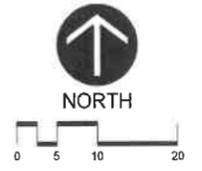
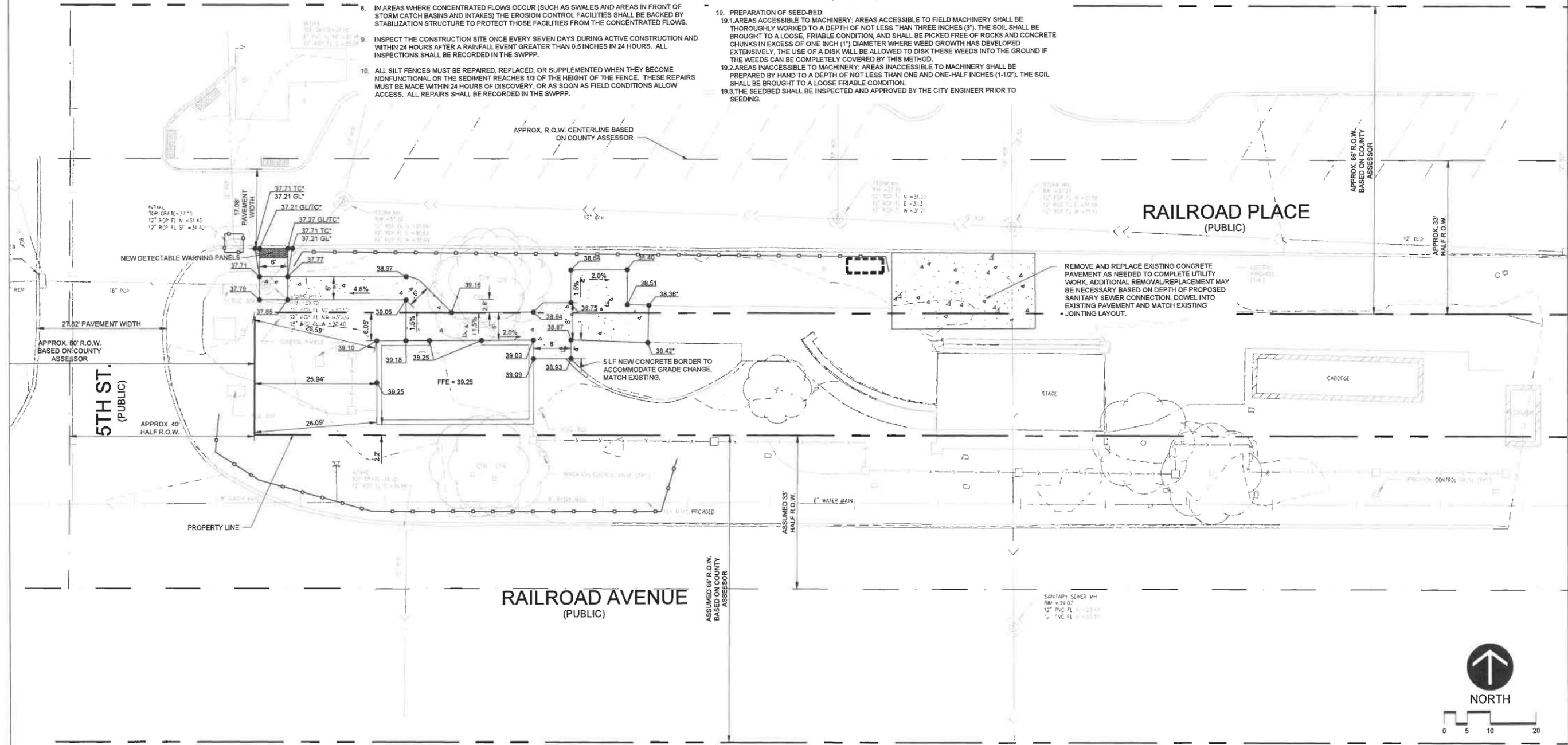
**PAVING/GRADING NOTES**

- SEE LANDSCAPE PLAN FOR TREE PROTECTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH CITY'S 3RD PARTY FOR CONCRETE TESTING AND SPECIAL INSPECTIONS. (CITY SHALL COVER COST FOR TESTING)
- ALL ELEVATIONS WITH AN ASTERISK (\*) SHALL BE FIELD VERIFIED. IF ELEVATIONS VARY SIGNIFICANTLY, NOTIFY THE ENGINEER FOR FURTHER INSTRUCTIONS.
- GRADES SHOWN IN PAVED AREAS REPRESENT FINISH ELEVATION.
- RESTORE ALL DISTURBED AREAS WITH 4" OF GOOD QUALITY TOPSOIL AND SEED.
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION.

**SYMBOL LEGEND**

EXISTING CONTOURS  
 PROPOSED CONTOURS - MAJOR INTERVAL  
 PROPOSED CONTOURS - MINOR INTERVAL  
 GRADE BREAK LINE  
 GRADE SLOPE  
 SILT FENCE  
 RIP-RAP / ROCK CONST. ENTRANCE  
 INLET PROTECTION  
 CONCRETE WASHOUT STATION

SPOT ABBREVIATIONS:  
 TC - TOP OF CURB  
 GL - GUTTER LINE  
 B - BITUMINOUS  
 C - CONCRETE  
 EO - EMERGENCY OVERFLOW  
 TW - TOP OF WALL  
 BW - BOTTOM OF WALL (F/G)  
 (\*) - EXISTING TO BE VERIFIED



PRELIMINARY NOT FOR CONSTRUCTION

THESE DOCUMENTS ARE THE PROPERTY OF THE CITY OF DES MOINES AND SHALL BE RETURNED TO THE CITY ENGINEER UPON COMPLETION OF THE PROJECT. ANY PHOTOCOPIES OR REPRODUCTIONS OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER ARE STRICTLY PROHIBITED.

WDM RAILROAD PARK RESTROOM FACILITY  
 425 RAILROAD AVENUE, WEST DES MOINES, IOWA 50265  
 1312 LOCUST STREET, SUITE 1002  
 DES MOINES, IOWA 50309

PRINT DATE:  
 10 AUGUST 2021  
 SHEET NAME:  
 PAVING & GRADING PLAN

C2

**UTILITY NOTES**

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL NECESSARY UTILITY CONNECTIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO THE PROPOSED BUILDING, AS WELL AS TO ALL ONSITE AMENITIES. THESE CONNECTIONS INCLUDE BUT ARE NOT LIMITED TO WATER, SANITARY SEWER, CABLE TV, TELEPHONE, GAS, ELECTRIC, SITE LIGHTING, ETC.
- ALL SERVICE CONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. UTILITY CONNECTIONS (SANITARY SEWER, WATERMAIN, AND STORM SEWER) MAY REQUIRE A PERMIT FROM THE CITY.
- THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AT PROPOSED CONNECTIONS TO EXISTING UTILITIES PRIOR TO ANY DEMOLITION OR EXCAVATION.
- THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE MADE TO AVOID DAMAGE TO EXISTING UTILITIES.
- STORM SEWER REQUIRES TESTING WHERE LOCATED WITHIN 10 FEET OF WATERLINES OR THE BUILDING, IN ACCORDANCE WITH IOWA PLUMBING CODE.
- HDPE STORM SEWER PIPING AND FITTINGS MUST MEET MATERIALS AND INSTALLATION STANDARDS PER IOWA PLUMBING CODE, INCLUDING ASTM D3212 JOINT PRESSURE TEST AND ASTM C2321 INSTALLATION PRACTICES. THE CITY REQUIRES RCP PIPE WITHIN THE PUBLIC RIGHT-OF-WAY.
- MAINTAIN A MINIMUM OF 5' OF COVER OVER ALL WATER LINES AND SANITARY SEWER LINES. INSTALL WATER LINES 18" ABOVE SANITARY SEWERS, WHERE THE SANITARY SEWER CROSSES OVER THE WATER LINE, INSTALL SEWER PIPING OF MATERIALS EQUAL TO WATERMAIN STANDARDS FOR 9 FEET ON BOTH SIDES AND MAINTAIN 18" OF SEPARATION.
- SEE PROJECT SPECIFICATIONS FOR BEDDING REQUIREMENTS.
- PRESSURE TEST AND DISINFECT ALL NEW WATERMAINS IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- SANITARY SEWER PIPING SHALL BE PVC, SDR-35 FOR DEPTHS LESS THAN 12', PVC SDR-26 FOR DEPTHS BETWEEN 12' AND 26', AND CLASS 52 D.I.P. FOR DEPTHS OF 26' OR MORE.
- ALL PROPOSED UTILITIES SHOWN ARE PRIVATE UNLESS OTHERWISE NOTED.

**CITY OF WEST DES MOINES NOTES**

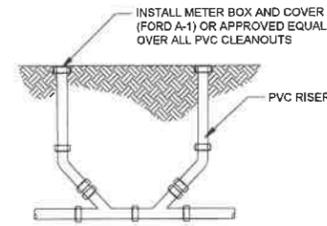
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".
- ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.

**WEST DES MOINES WATER WORKS STANDARD NOTES**

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515-222-3465) AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- ANY WATER USE FROM A HYDRANT, PUBLIC OR PRIVATE, REQUIRES THE USE OF A WEST DES MOINES WATER WORKS HYDRANT METER. CALL 515-222-3465 TO RESERVE A METER.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(ES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- ABANDON OLD WATER SERVICE AT SAME TIME AS SCHEDULED NEW TAP. CONTACT WDMWW TO REMOVE METER PRIOR TO DISCONNECTION. CALL THE PLANT AT 515-222-3465 TO SCHEDULE THE TAP.

**PRIVATE WATER MAIN QUANTITIES**

2" WATER SERVICE	17 LF
CURB STOP	1 EA
3/4" WATER SERVICE	FIELD VERIFY

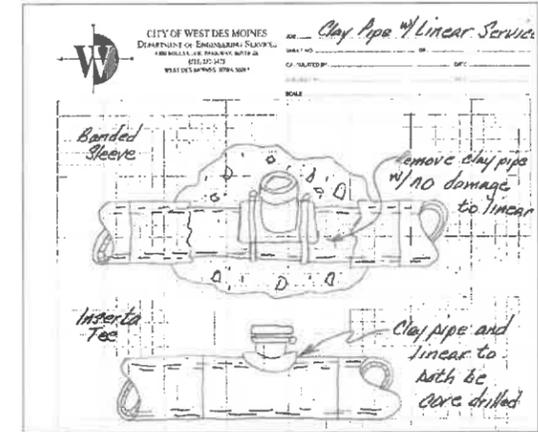


**SANITARY SEWER SERVICE TWO-WAY CLEANOUT**

1 C3 NOT TO SCALE

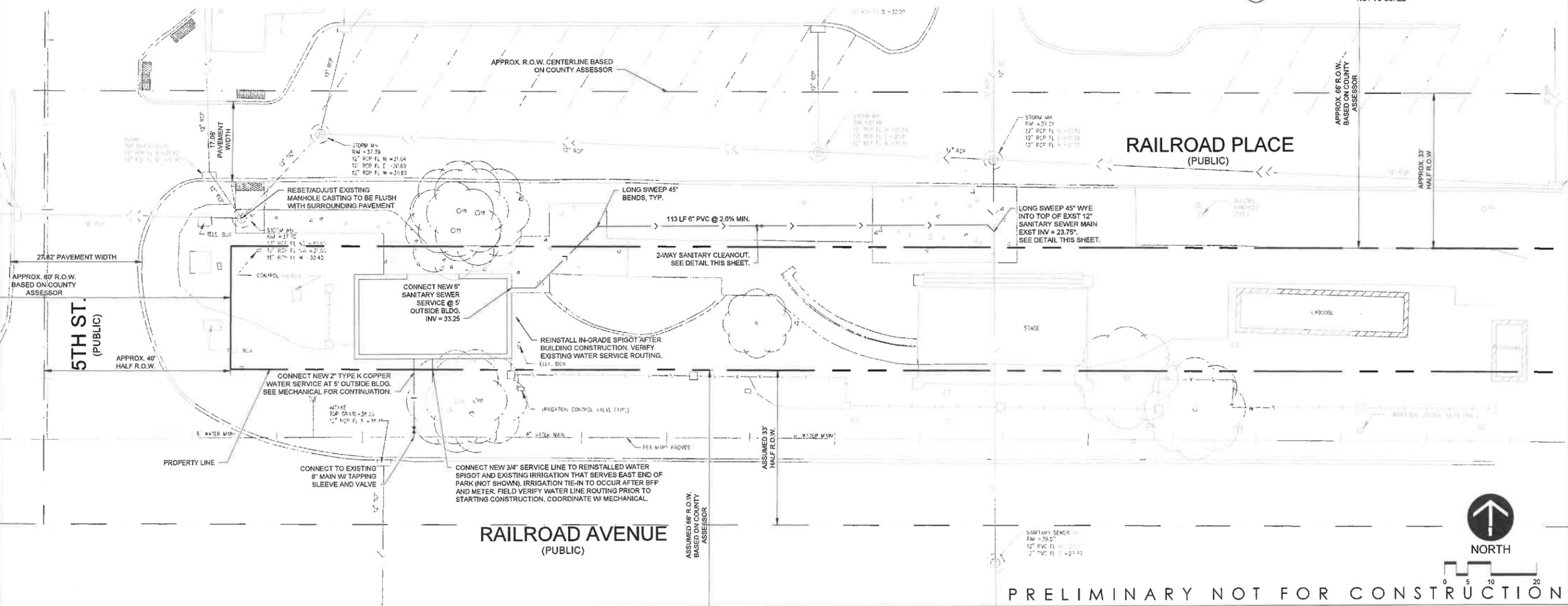
**LEGEND**

- |   |                  |         |                              |
|---|------------------|---------|------------------------------|
| ○ | STORM MANHOLE    | — CTV — | CABLE UNDERGROUND LINE       |
| ○ | CATCH BASIN      | — OE —  | ELECTRIC OVERHEAD LINE       |
| □ | CURB INLET       | — UE —  | ELECTRIC UNDERGROUND LINE    |
| ▲ | FLARED END       | — FO —  | FIBER OPTIC UNDERGROUND LINE |
| ○ | SANITARY MANHOLE | — G —   | NATURAL GAS UNDERGROUND LINE |
| ⊕ | HYDRANT          | — S —   | SANITARY SEWER PIPE          |
| ⊕ | GATE VALVE & BOX | — T —   | STORM SEWER PIPE             |
| ⊕ | WATER SHUTOFF    | — I —   | TELEPHONE UNDERGROUND LINE   |
| ⊕ | LIGHT POLE       | — DT —  | WATERMAIN PIPE               |
|   |                  | —       | DRAIN TILE PIPE              |



**CLAY PIPE WITH LINER SANITARY SEWER CONNECTION**

2 C3 NOT TO SCALE



THESE SPECIFICATIONS ARE BASED ON THE CITY OF WEST DES MOINES STANDARD SPECIFICATIONS FOR SANITARY SEWER SERVICE AND SHALL BE USED IN CONJUNCTION WITH THE CITY OF WEST DES MOINES STANDARD SPECIFICATIONS FOR WATER SERVICE. ANY OTHER SPECIFICATIONS WITHIN THESE SPECIFICATIONS SHALL BE VOID UNLESS OTHERWISE NOTED. REPRODUCTION IS PROHIBITED.

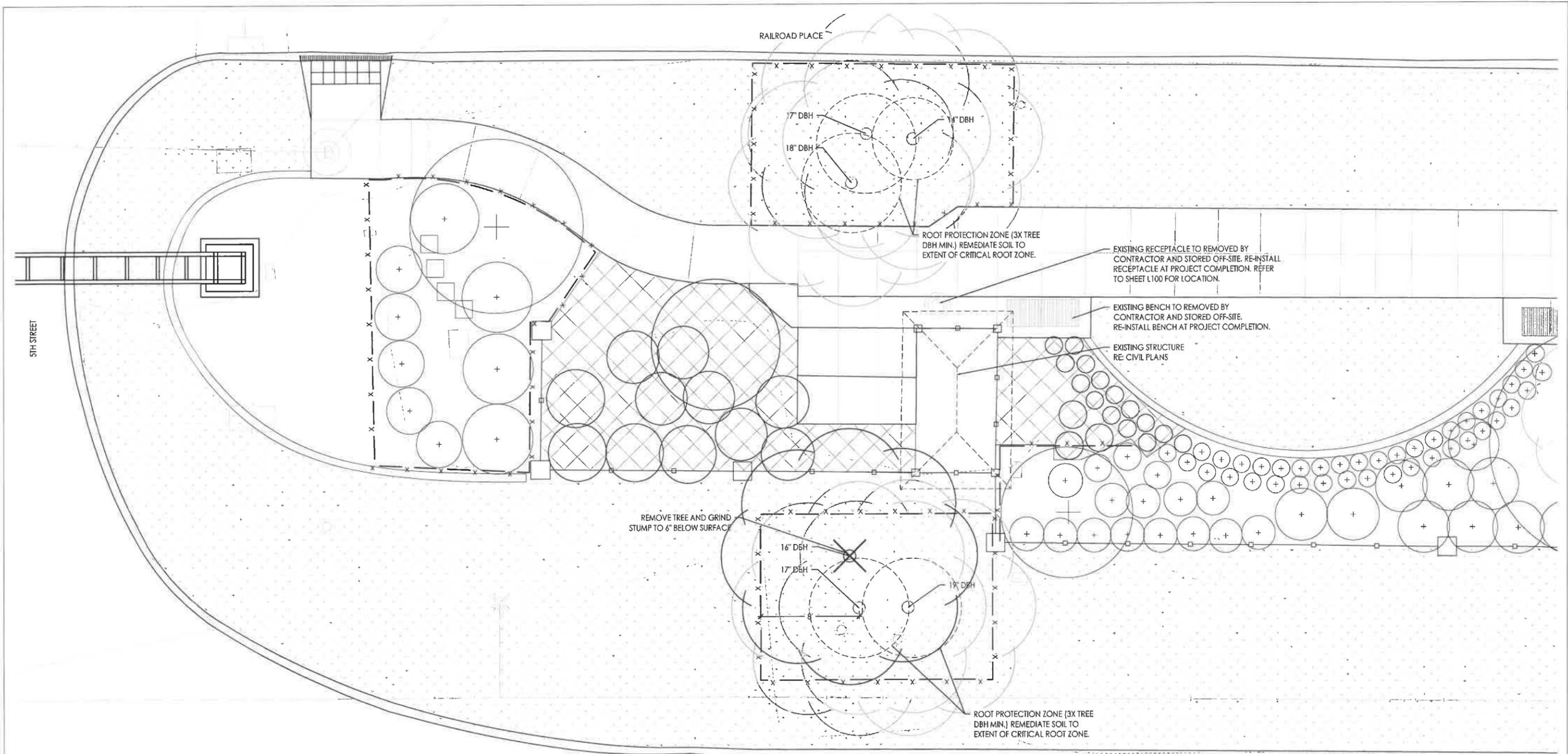
STUDIO MELEE  
 1312 LOCUST STREET, SUITE 100Z  
 DES MOINES, IOWA 50309

WDM RAILROAD PARK  
 425 RAILROAD AVENUE, RESTROOM FACILITY  
 WEST DES MOINES, IOWA 50265

PRINT DATE: 10 AUGUST 2021  
 SHEET NAME: SITE UTILITY PLAN

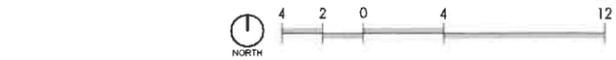
C3

PRELIMINARY NOT FOR CONSTRUCTION



**GENERAL NOTES**

1. THE CONTRACTOR SHALL REVIEW ALL PLANS AND SPECIFICATIONS FOR REPRESENTING EXISTING SITE CONDITIONS AND PROPOSED IMPROVEMENTS FOR COMPATIBILITY AND COMPLIANCE WITH THE REQUIREMENTS FOR CONSTRUCTION PERFORMANCE OR WARRANTY OF THE PROPOSED IMPROVEMENTS.
2. ANY NECESSARY ADJUSTMENTS OR MODIFICATIONS TO ANY SITE CONDITION OR PROPOSED IMPROVEMENTS AS SET FORTH IN THESE DOCUMENTS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
3. REVIEW OF THE SITE AND THE CONSTRUCTION DOCUMENT FOR THE PURPOSE OF IDENTIFICATION AND RESOLUTION OF ANY ADJUSTMENTS OR MODIFICATIONS TO EXISTING SITE CONDITION OR IMPROVEMENTS SET FORTH IN THIS DOCUMENT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. PROTECT ALL EXISTING PARKING LOTS & WALKWAYS FROM CONSTRUCTION ACTIVITIES. ANY DAMAGE TO EXISTING PARKING LOTS OR WALKWAYS SHALL BE NOTED AND REPAIRED AT THE COST TO THE CONTRACTOR.
5. ALL ROOT AND CANOPY TRIMMING OF EXISTING TREES TO BE APPROVED BY CITY OF WEST DES MOINES PRIOR TO PROCEEDING WITH PRUNING OR TREE REMOVAL.



EROSION CONTROL LEGEND		
- x - x -	TREE PROTECTION FENCE	PROVIDE AND INSTALL TREE PROTECTION FENCING. RE: DTL 1/1800
X	TREE REMOVAL	REMOVE TREE AND GRIND STUMP. CONTRACTOR TO RESTORE GRADE POST-REMOVAL.
[Cross-hatched box]	PLANT DEMOLITION	REMOVE ALL PLANT MATERIAL.
+	EXISTING TREE/SHRUB	EXISTING PLANT TO REMAIN.

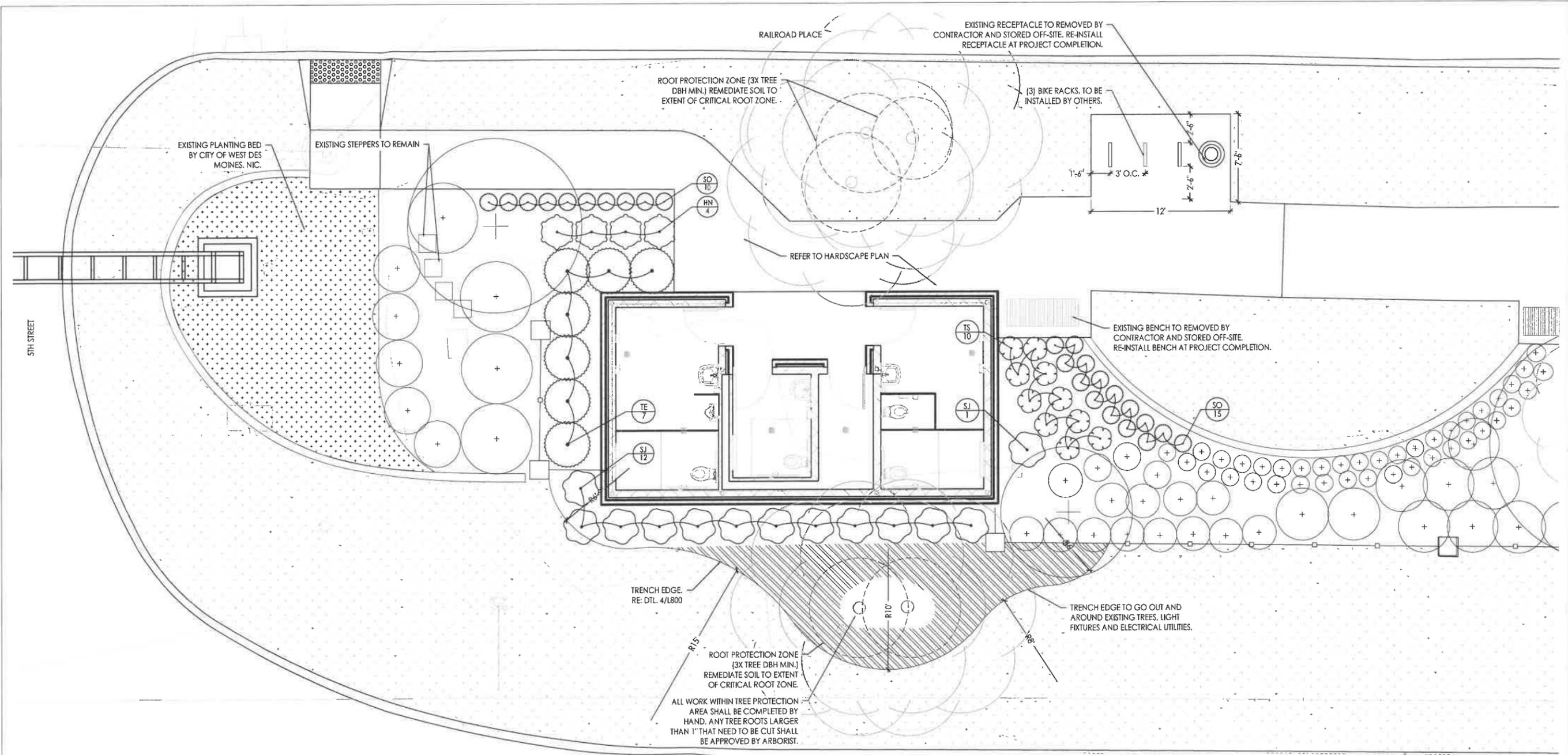
PRELIMINARY NOT FOR CONSTRUCTION

STUDIO MELEE  
 1312 LOCUST STREET, SUITE 100Z  
 DES MOINES, IOWA 50309

WDM RAILROAD PARK  
 425 RAILROAD AVENUE, RESTROOM FACILITY  
 WEST DES MOINES, IOWA 50265

PRINT DATE:  
 19 JULY 2021  
 SHEET NAME:  
 DEMOLITION PLAN

D100



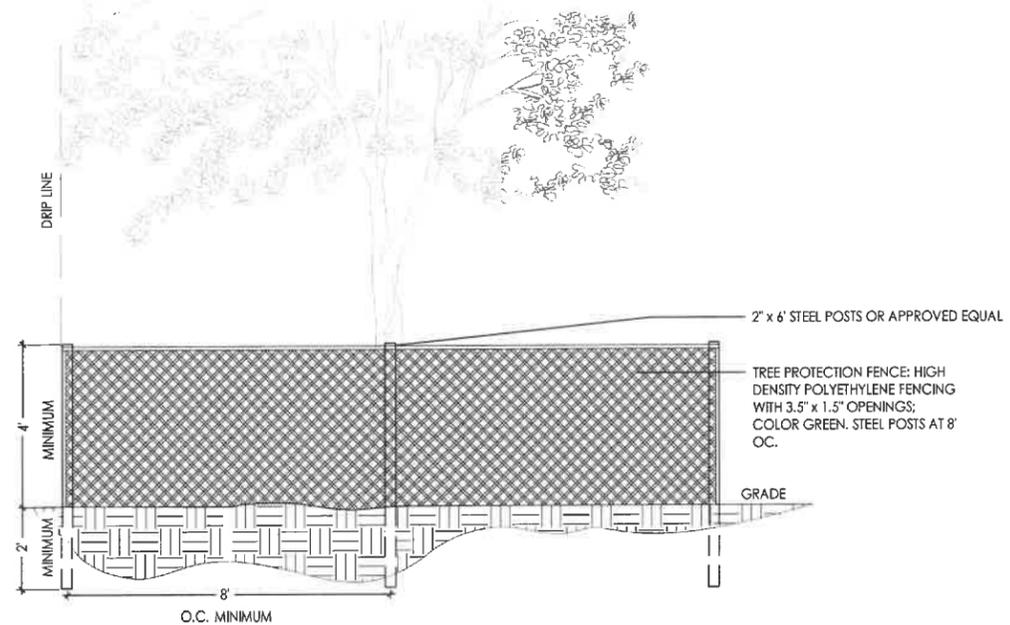
- LANDSCAPE NOTES**
1. LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS AND SECTIONS OF THE LOCAL JURISDICTION'S STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
  2. LOCATIONS OF ALL PERENNIALS, GROUND COVER MASSINGS, AND INDIVIDUAL SHRUBS TO BE MARKED AND VERIFIED IN FIELD TO BE STAKED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
  3. CONTRACTOR SHALL COORDINATE DELIVERY SCHEDULE AND PLANT TREES UPON ARRIVAL PER IOWA SUDAS. ALL PLANTS OF THE SAME SPECIES SHALL BE OBTAINED FROM A SINGLE NURSERY SOURCE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF PLANT MATERIALS AN IMPROVEMENTS SHOWN.
  4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO SEED AND RESTORE ALL DISTURBED AREAS BACK TO ORIGINAL OR FINISH GRADE ELEVATIONS, INCLUDING EQUIPMENT MATERIAL STORAGE AREA AND STAGING AREAS ADJACENT TO SITE.
  5. ALL EXISTING PLANTS SHOWN ON PLAN ARE IN APPROXIMATE LOCATIONS. ADJUST NEW PLANTING BED AND TREE LOCATIONS TO AVOID CONFLICT WITH EXISTING PLANTINGS. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT ON ANY NECESSARY ADJUSTMENTS.
  6. THE LANDSCAPE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT INJURY TO ALL PLANT MATERIAL DURING DIGGING, HANDLING, PLANTING AND MAINTENANCE OPERATIONS.
  7. ALL TREE AND SHRUB LANDSCAPE BEDS SHALL HAVE WEED-PREVENTION FABRIC INSTALLED. WEED PREVENTION FABRIC SHALL COVER THE ENTIRE LANDSCAPE BED.
  8. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF PLANT MATERIALS AND IMPROVEMENTS SHOWN. ACTUAL QUANTITIES AND MEASUREMENTS ON DRAWINGS TAKE PRECEDENT OVER TABLE QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

PLANT SCHEDULE						
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	HN	HYDRANGEA PANICULATA 'PIHP-I TM	BABY LACE ROYAL MAJESTICS HYDRANGEA	3 GAL	36" o.c.	4
	SJ	SPIRAEA JAPONICA	JAPANESE SPIREA	3 GAL	36" o.c.	13
	SO	STACHYS OFFICINALIS	BETONY	3 GAL	18" o.c.	25
	TE	TAXUS X MEDIA 'EVERLOW'	EVERLOW ANGLO-JAPANESE YEW	3 GAL	48" o.c.	7
	TS	TULIPA SPP.	TULIP	1 GAL	24" o.c.	10
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY
	VC	VINCA MINOR	COMMON PERIWINKLE	FLAT	12" o.c.	226

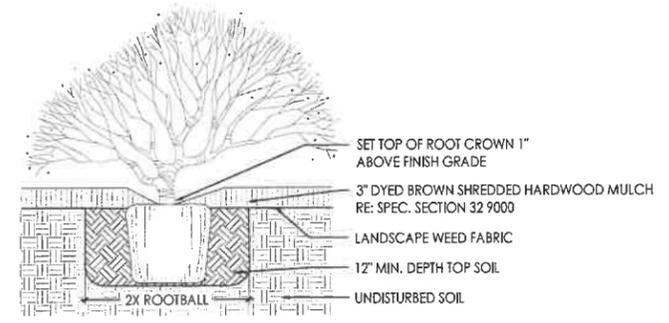
PRELIMINARY NOT FOR CONSTRUCTION

SEE SPECIFICATIONS FOR LISTING OF ALL PROFESSIONAL FEES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

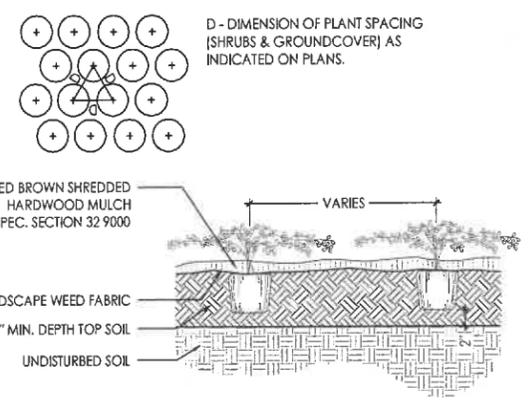
- NOTES:
- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
  - ALL ROOT AND CANOPY PRUNING OF EXISTING TREES TO BE APPROVED BY CITY OF WEST DES MOINES.
  - NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
  - NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING, INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
  - THERE SHALL BE NO STORAGE OF MATERIAL WITHIN BOUNDARIES OF THE TREE PROTECTION FENCING.
  - SEE SITE LAYOUT PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.
  - FENCING SHALL BE REMOVED WITH LANDSCAPE ARCHITECTS APPROVAL FOR FINISHED GRADING AND PLANTING.



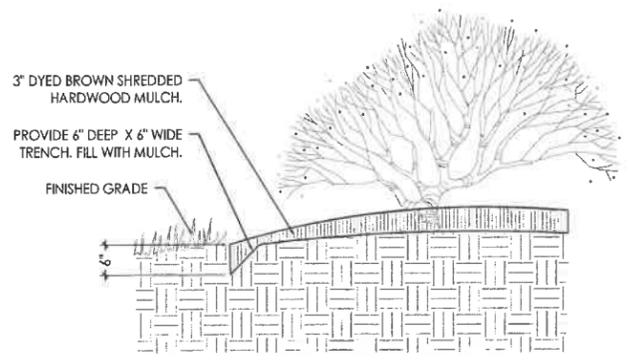
1 TREE PROTECTION FENCE  
1/2" = 1' - 0"



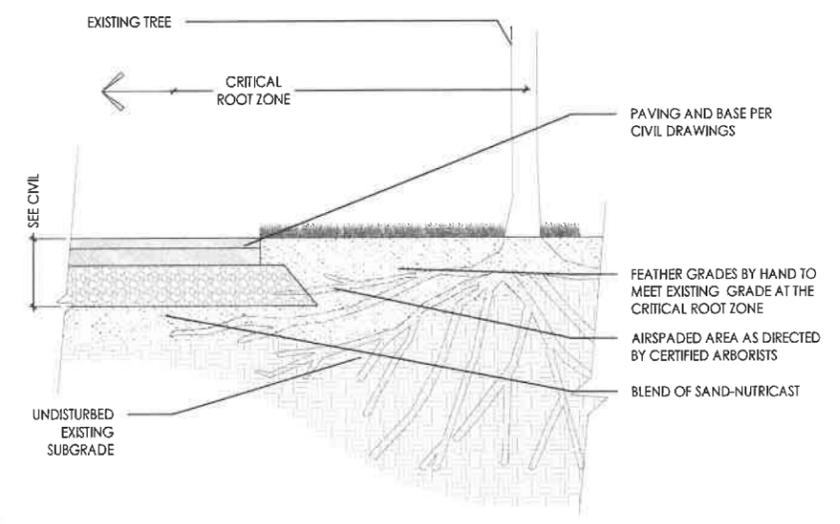
2 SHRUB PLANTING  
1" = 1' - 0"



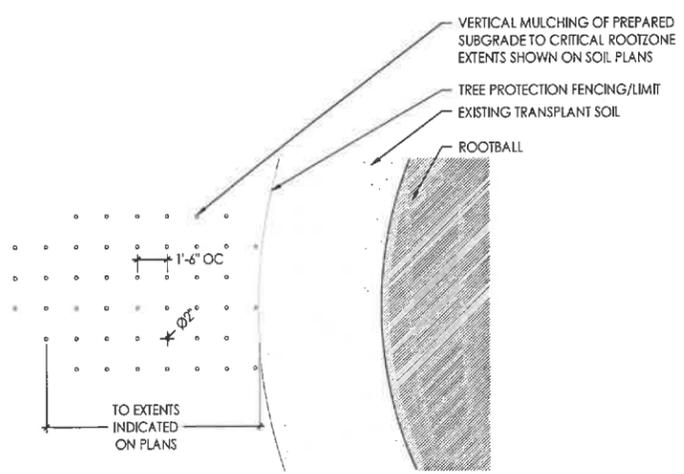
3 GROUND COVER PLANTING  
1" = 1' - 0"



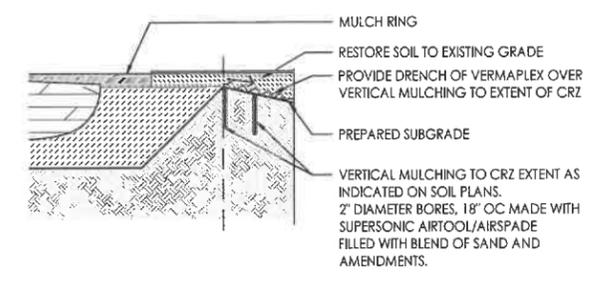
4 TRENCH EDGING  
3/4" = 1' - 0"



5 SOIL AND PAVING AT EXISTING TREE  
1" = 1' - 0"



6 VERTICAL MULCHING PLAN  
1/4" = 1' - 0"



7 VERTICAL MULCHING SECTION  
1/4" = 1' - 0"

WDM RAILROAD PARK RESTROOM FACILITY  
 425 RAILROAD AVENUE WEST DES MOINES, IOWA 50265  
 PRINT DATE: 19 JULY 2021  
 SHEET NAME: SITE DETAILS  
 L800  
 STU D I O M E L E E  
 1312 LOCUST STREET, SUITE 100Z  
 DES MOINES, IOWA 50309  
 THESE DOCUMENTS ARE INSTRUMENTS OF SERVICE PREPARED BY MELE E, L.L.C. FOR THE PROJECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF MELE E, L.L.C. UNAUTHORIZED REPRODUCTION IS PROHIBITED.



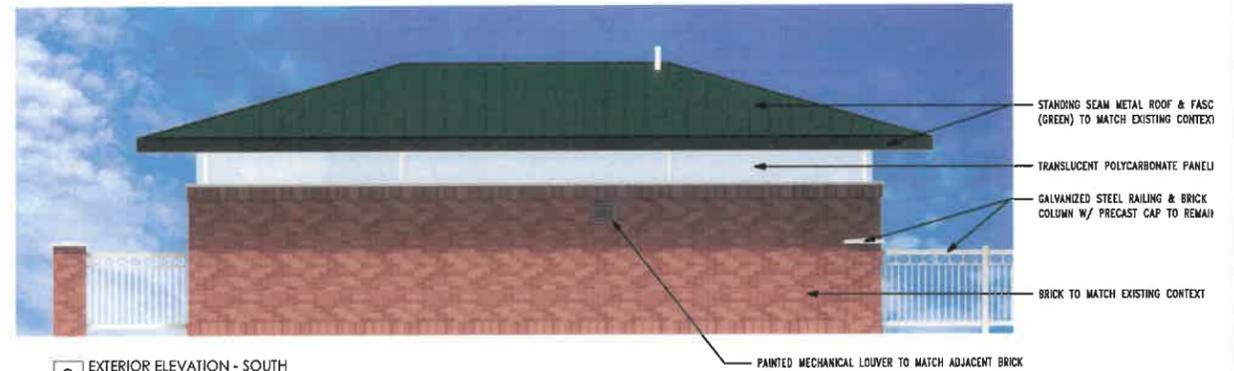
5 PERSPECTIVE VIEW - FROM NORTHEAST  
1/4" = 1'-0"



1 EXTERIOR ELEVATION - NORTH  
1/4" = 1'-0"



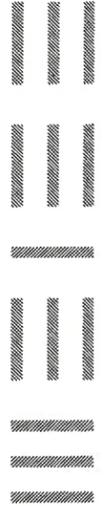
2 EXTERIOR ELEVATION - WEST  
1/4" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH  
1/4" = 1'-0"



4 EXTERIOR ELEVATION - EAST  
1/4" = 1'-0"



THIS DOCUMENT IS THE PROPERTY OF  
STUDIO MELE. IT IS TO BE USED ONLY FOR  
THE PROJECT AND SITE SPECIFICALLY  
IDENTIFIED. IT IS NOT TO BE REPRODUCED,  
COPIED, OR TRANSMITTED IN ANY FORM  
OR BY ANY MEANS, ELECTRONIC OR  
MECHANICAL, WITHOUT THE WRITTEN  
AUTHORIZATION OF STUDIO MELE.

STUDIO MELE  
1312 LOCUST, SUITE 100Z  
DES MOINES, IOWA 50309

WDM RAILROAD PARK  
RESTROOM FACILITY  
425 RAILROAD AVENUE  
WEST DES MOINES, IOWA 50265

PRINT DATE:  
23 JULY 2021  
SHEET NAME:  
COLORED EXTERIOR  
ELEVATIONS

A2.0

PRELIMINARY - NOT FOR CONSTRUCTION

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-076**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant and property owner, City of West Des Moines, request approval of the Level 2 Minor Modification to Site Plan for the approximately 0.19-acre property located at 425 Railroad Place. The applicant proposes to construct a new year-round restroom facility and associated site improvements.

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of the Comprehensive Plan and City Code.

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of Title 9 based on the application of Section 9-3-3.D.1.g, as stated in the staff report.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Level 2 Minor Modification to Site Plan (MML2-005273-2021), subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on August 23, 2021.

  
Jennifer Drake, Vice Chair  
Plan and Zoning Commission

**I HEREBY CERTIFY** that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting on August 23, 2021, by the following vote:

**AYES:** Conlin, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Andersen, Costa

**ATTEST:**

  
Recording Secretary

Prepared by: Bryce Johnson, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

---

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A MINOR MODIFICATION LEVEL 2 TO ALLOW CONSTRUCTION OF RESTROOM FACILITY AND ASSOCIATED SITE IMPROVEMENTS.**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, City of West Des Moines, requests approval of the Railroad Park Restrooms Minor Modification Level 2 for that property located at 425 Railroad Place and legally described in attached Exhibit 'B' for the purpose of constructing a new year-round restroom facility and associated site improvements; and

**WHEREAS**, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

**WHEREAS**, the Minor Modification Level 2 complies with findings stated in the applicable provisions of the Comprehensive Plan and City Code; and

**WHEREAS**, the Minor Modification Level 2 request complies with the findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8 based on the application of Section 9-3-3.D.1.g, as stated in the staff report.

**WHEREAS**, on August 23, 2021, the Plan and Zoning Commission recommended to the City Council, by a 5-0 vote, for approval of the Minor Modification Level 2; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the Minor Modification Level 2; and

**NOW, THEREFORE**, The City Council does approve the Railroad Park Restrooms Minor Modification Level 2 (MML2-005273-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on September 7, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 7, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. The Applicant acknowledging that a building permit cannot be obtained until the City Council modifies or removes the Valley Junction moratorium, or otherwise grants special permission to allow construction to commence.

**Exhibit B: Legal Description**

PART OF LOT C VALLEY JUNCTION NOW IN AND FORMING A PART OF  
THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

# Central Iowa Code Consortium



## **Memo**

**To:** City Council & City Manager's Office

**From:** Central Iowa Code Consortium (CICC) Executive Committee

**Re:** Updated Memorandum of Understanding (MOU) for the Central Iowa Code Consortium

**Date:** May 28, 2021

Establishing the Central Iowa Code Consortium (CICC) was an initiative created in response to the Capital Crossroads visioning plan, Governance Capital, creating regional governance opportunities and operational coordination among Central Iowa communities. The purpose of the CICC is to review, discuss and make recommendations regarding building and fire codes. Effective building and fire codes promotes building safety, structural integrity and assures structures will maintain their value over time. CICC is also working to achieve more consistency in building and fire codes in communities across Central Iowa. Increasing consistency in these codes benefits community growth and economic development by reducing confusion caused by differing code requirements in Central Iowa communities.

In 2015, 15 metro communities and two Central Iowa counties signed a Memorandum of Understanding (MOU) to participate in the Central Iowa Code Consortium pledging their support to participate in the building and fire code review process. Through CICC code officials work with industry representatives to review and make recommendations regarding building and fire codes. This collaborative process promotes cooperation between government and industry and creates more uniform and consistent code requirements among Central Iowa communities.

The principal benefits of participating in the CICC are sharing resources and expertise when completing the code review process which results in efficient use of staff time, more consistent codes between communities, and creating a cooperative working relationship with the building industry.

CICC has successfully completed two code review cycles (2015 & 2018). Samples of success include:

- More Central Iowa communities have adopted and are currently utilizing the most recent building and fire codes (2018).
- Many participating Central Iowa communities have collaborated and adopted codes that are nearly alike which reduces confusion and conflicts for private industry.
- Contractors and design professionals are more engaged with the code development and adoption process.
- The 2018 process yielded local amendments (recommended by the CICC) that are now incorporated into the International Code Documents for the 2021 cycle

Collaborating the Code Adoptions Efforts of:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, Dallas County, Polk County

As CICC begins the 2021 code review, the Executive Committee has reviewed what we have learned through the first two code review cycles, what can we do better and how best to measure the success of our effort. We also conducted a survey of design professionals and contractors to obtain their feedback and ideas on how the CICC process is working and what we can do better. Additionally, we received helpful feedback from the Mid-Iowa Construction Code Committee (MICCC), a group of local building code officials. Using what we have learned, we are improving our process for the 2021 code review by:

- Creating a better balance of building and fire officials on the Executive Committee.
- Removing from the CICC review process codes that are adopted by the State of Iowa; Electrical Code, Energy Code, Mechanical Code, Plumbing code. Although CICC is not completing an in-depth review of these state-mandated codes, we plan to provide feedback to the state governing boards as appropriate.
- Working to streamline the code approval process.
- Working to improve transparency of the CICC code review process and providing more helpful information on our website.

Attached is an updated Memorandum of Understanding (MOU) for communities to consider participation in CICC. **We are asking Central Iowa Communities to consider approving the MOU to enable us to continue the work of the CICC.** Although we have accomplished a lot over the past six years there is much more we can accomplish with the support and commitment of Central Iowa communities.

There is no financial commitment for Central Iowa communities to participate in CICC. In considering the updated MOU, we request community support by allowing building and fire code officials to participate in the code review process. The more communities represented on CICC committees, the better we can do to create more consistent codes across Central Iowa.

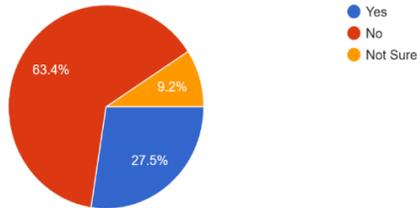
The CICC process would not be successful without the talented and dedicated building and fire code professionals that work in communities throughout Central Iowa. These officials have spent many hours reviewing codes, participating in committee meetings and recommending code proposals for consideration by Participating Communities. Without their knowledge and commitment, the CICC would not be able to perform such a quality code review.

We would also like to recognize the design professionals and contractors that have given their time to participate in the CICC code review process. Their involvement has created a true public/private partnership that has a positive economic impact on Central Iowa.

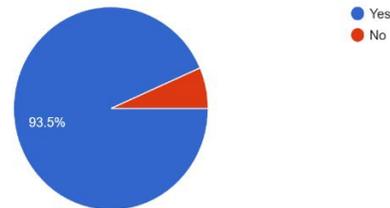
Thank you for your consideration.

## CICC Measuring Success Survey Overview 2021

1. Are you aware of the Central Iowa Code Consortium?  
153 responses



2. Do you perform work in multiple cities/jurisdictions within Central Iowa?  
153 responses



### 3. To the best of your knowledge, has your experience working in different jurisdictions led to conflicts between code requirements in different jurisdictions? Please provide a brief explanation.

- Too many cities adopt codes at different times – it would be better if codes were adopted in similar timeframes.
- Interpreting code requirements differs from city to city and inspector to inspector – it would be better if interpretations could be similar.
- Basement drywall on the ceiling
- Sprinkler and fire alarm thresholds
- Mandated state codes should be the same as the state

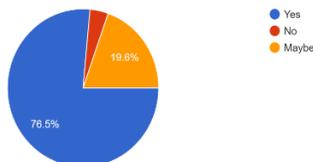
### 4. Have any of those conflicts been resolved or reduced during the last 5 years? Please provide a brief explanation.

- There is less variation across municipalities now
- Cities still don't understand that home rule is not valid for state mandated codes
- Some communities are stuck in their ways and the maximum benefit of the CICC has already been realized

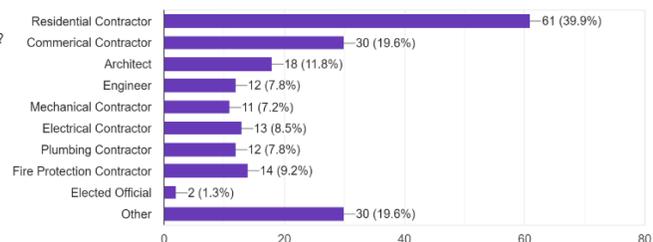
### 5. Are you aware of examples where code requirements differ between communities in the past 5 years? Please provide a brief explanation.

- If cities amend the International Codes they need to make sure this is clear upfront

6. Would you support an effort to reduce or eliminate differences in codes between communities?  
153 responses



7. Please provide select the most applicable classification for the group you represent.  
153 responses



#### Collaborating the Code Adoptions Efforts of:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, Dallas County, Polk County

# MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM (CICC)

May 28, 2021

This Memorandum of Understanding (hereafter the "MOU") for the Central Iowa Code Consortium is made and entered into by and between the following Central Iowa Communities who have elected to enter and sign this MOU:

(communities to be added once approved)

Cities and/or municipalities that have signed this document shall be collectively referred to as "Participating Communities."

This document, upon approval by seven or more communities, shall rescind and replace the original document from April 9, 2015.

Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among communities. Aligning code provisions reduces confusion for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and more consistent building and fire codes among communities will benefit the metro economy.

This MOU is a mutual agreement among Participating Communities for the purpose of creating and implementing the Central Iowa Code Consortium.

## **1. BACKGROUND**

Capital Crossroads is a planning effort to assure the Central Iowa region (defined as a fifty-mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, known as "Capitals", is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus-based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many Central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of the meeting local governments were asked to approve a "Resolution in Support for Local Government Collaboration."

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot: Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A Unified Code Team was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. The Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was again expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to Participating Communities. The more consistency there is among Central Iowa communities in adopting and enforcing building and fire codes, the fewer barriers there are in growing the regional economy.

The Central Iowa Code Consortium has served Central Iowa communities since 2015 and as of 2021 has successfully navigated two code adoption cycles. As a result of this effort, many Participating Communities have updated their adopted codes, improved Insurance Services Office (ISO) ratings, and realized increased consistency among their neighboring communities. Aligning code provisions reduces perceived competitive disadvantages for development, promotes safety and responsible development, and reduces confusion during the design and construction process.

## **2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)**

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a. Government and private sector working together toward a common voice in code development.
- b. Similar and consistent code provisions among Participating Communities.
- c. Assure key stakeholders are involved in the discussion regarding city codes.
- d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions.
- e. More efficient and consistent code interpretation and enforcement among Participating Communities.
- f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions.

### **3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)**

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

#### **a. EXECUTIVE COMMITTEE**

The Executive Committee shall consist of:

- Five code/building officials
- Three fire officials
- Three representatives of local government administration (e.g., city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss and make recommendations regarding building and fire codes (see section 3b). The CICC will make every effort to avoid making recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and implement.

In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes. If possible, Executive Committee members should represent different communities and communities of all sizes and geographic areas across Central Iowa. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select five of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Polk County Fire Chief's Association (PCFCA) shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Managers Group shall select three of their members or planning/community development directors to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

**b. CODE COMMITTEES**

A Code Committee will be established to address each of the following codes:

- International Fire Code (IFC)
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code (IRC)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding building and fire codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across Central Iowa. Industry should be represented by large and small companies as well as companies that work in multiple communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.
- Fire Code Committee:
  1. Chief Fire Officer
  2. Fire Marshal/Inspector
  3. Fire Marshal/Inspector
  4. Fire Marshal/Inspector
  5. Fire Alarm/Sprinkler Contractor
  6. Licensed Fire Protection Engineer or NICET 4 certified person
  7. Architect or a person that is a site/safety or health/safety professional
- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:
  1. Building Inspector
  2. Building Official
  3. Building Official/Inspector/Plans Examiner
  4. Building Official/Inspector/Plans Examiner
  5. Licensed Architect
  6. Structural Engineer
  7. General Contractor (commercial)

- International Residential Code (IRC) Committee:
  1. Building Official
  2. Residential Construction (Combination) Inspector
  3. Residential Construction (Combination) Inspector
  4. Fire Official
  5. Home Builders Association Representative
  6. General Contractor (residential)
  7. Residential Design Professional
  
- Fire/Building Joint Committee:
  1. Building Official
  2. Fire Official
  3. Plans Examiner (fire and/or building)
  4. Plans Examiner (fire and/or building)
  5. Licensed Architect
  6. Mechanical Engineer /Fire Protection Professional or closely related field
  7. Passive Fire Protection Product Specialist

The CICC Executive Committee may establish Committees to review and make recommendations to the State of Iowa on the following trade codes:

*National Electrical Code (NEC)* published by the National Fire Protection Association

*International Energy Conservation Code (IECC)* published by the International Code Council

*International Mechanical Code (IMC)* published by the International Code Council

*Uniform Plumbing Code (UPC)* published by the International Association of Plumbing and Mechanical Officials

*NFPA 54/58* published by the National Fire Prevention Association (NFPA)

#### **4. ADMINISTRATION**

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed the MOU and delivered an original or certified copy of the executed MOU to the Executive Committee Secretary. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.

- d. If a community desires to become a Participating Community after this MOU has been adopted, they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

**IN WITNESS WHEREOF**, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified on each signature page.